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CURRENT TOPICS.

THE FIRST DAY of the Vacation sittings in court presented a list of only twenty-three motions, this being accounted for by the short time which has elapsed since the courts rose. But if the list was short Mr. Justice BRUCE, perhaps through excess of caution, allowed the arguments to be long, and he had not disposed of the business till after six o'clock, one case being left over for judgment on Thursday morning.

IT IS UNDERSTOOD that the resolutions of the Council of Judges are now being carefully considered by the president of the Incorporated Law Society, assisted by members of the council and other members of the society who have special experience in the procedure and practice to which they relate. But as many of the resolutions specially affect solicitors in the country, it is proposed that they shall be discussed and considered at the annual provincial meeting of the society to be held at Norwich in October next.

AFTER THE ghastly rumours which have been in circulation as to the probable Lord Chancellor, the news that Lord HERSCHELL has received that appointment will be the occasion of more than common rejoicing among the legal profession. We may now safely count on a Chancellor who will not be a mere figure-head (ornamental or otherwise) for the schemes of departmental faddists, but who will judge for himself, by the light of strong common sense, as to the direction which legal reform should take, and will bring to the superintendence of the administration of justice a vigorous activity and strength of will to which we have for some time been unaccustomed. It may be hoped that not the least of the benefits of the new appointment will be the more frequent appearance of Lord HERSCHELL on the bench of the Court of Appeal. It may safely be said that no one in recent times has earned so high a reputation as a judge in so short a period as did the new Chancellor during his brief sitting with that court. It has always appeared to us that judicial eminence in the House of Lords must be comparatively easily acquired: everything has been threshed out before the case reaches the ultimate tribunal, and, with the assistance of the best counsel of the day and the judgments of the courts below, and aided too by the leisurely nature of the business, it must be difficult for a man of ordinary ability to go astray and easy for him to apprehend and state clearly the application of law to the facts. But in the Court of Appeal the case is widely different: sound judgment, grasp of legal principle, and clearness and rapidity of apprehension are essential to the acquisition of a judicial reputation, and it is not a little satisfactory to know that the new Chancellor proved himself preeminently fitted for the position of a judge of this court.

THE NEW law officer is not less satisfactory. It is needless to say that no one at the bar excels Mr. RIGBY in wide range of legal knowledge, soundness of judgment, painstaking industry in getting up every detail of his cases, and clearness and mastery of statement. He has been a tower of strength to his clients, and we imagine will be the same to the new Government. The chancery bar will rejoice that now at last they are represented, and we may be allowed to add that the new Solicitor-General is imbued with a spirit of loyalty to his profession which is not always conspicuous in law officers.

A NEW RULE, which we print elsewhere (ord. 36, r. 29b), seems to show that in future the London list is to be kept as far as possible for such cases only as are to be tried at the Guildhall. It has already been provided by ord. 36, r. 29a, issued last December (*ante*, p. 137), that with regard to any action in the London list application may be made to have it tried at the Guildhall. Now it is directed that, where no order is made for trial at the Guildhall, the master of the Associates Department is to change the venue to Middlesex, subject to appeal to the Lord Chief Justice, or, in his absence, to the senior judge of the Queen's Bench Division who may be present at the courts.

WE PRINT elsewhere an order transferring a further batch of actions, this time twenty-nine in number, from the four judges of the Chancery Division before whom they are pending to Mr. Justice VAUGHAN WILLIAMS. We also print a set of rules which have been issued under the Companies Acts, 1862 to 1890, and which carry out in the person of the registrar in winding up the policy of consolidation of offices advocated in the report of the Council of Judges. In all matters coming within the jurisdiction of the judge, whether by virtue of the Act—we

presume the draftsman means the Act of 1890—or by transfer or otherwise, the registrar, in addition to his powers and duties under the Companies Winding-up Rules, 1890 and 1892, is to have all the powers and duties of a master, registrar, chief clerk, or taxing master. Moreover, in actions transferred to the judge in winding up, the registrar may, subject to the general or special directions of the judge, deal with any business which, if the action had not been transferred, would have been taken in chambers. If the transfers go on at the present rate Mr. Registrar EMDEN is likely to have a busy time of it. The rules purport to be made also under the Supreme Court of Judicature Act, 1891, but it is by no means clear how that Act affects the matter.

THE COMPROMISE, which has now happily been effected, of the long threatened conflict between the National and the New Telephone Companies, to whose keeping the development of the telephone system of the United Kingdom has for the next score of years been committed, will, we trust, result in Great Britain at length taking her proper place in this department of scientific progress among the other leading countries of the world. While the number of subscribers to the telephone in Great Britain and Ireland has hitherto been only about 50,000, in the United States of America, with a population of sixty-two and a half millions, there are said to be 245,000 subscribers. In Berlin, where the population is one and a half million, there are upwards of 17,000 subscribers; while in London, with a population some three times as great, there are only about 8,800. Now that the British telephone system has been released to a large extent from the swaddling bands of the telegraph law and postal control, it may be expected at no distant date to attain to the American and Continental stature.

BY SITTING from four to six on the last day of the sittings, and from half-past ten till one on the following morning, STIRLING, J., succeeded in disposing of the action of *Bruce v. Marquis of Ailesbury* (reported elsewhere), by which the remaindermen under the settlement of the Savernake Estate made a further effort to prevent the sale of it to Lord IVEAGH. The action was grounded upon the alleged fraud of the tenant for life in stipulating for an advantage for himself over and above his interest in the purchase-money, and upon bribery, said to have been attempted by Lord IVEAGH in order to induce the remaindermen to withdraw their opposition; but STIRLING, J., while reserving his formal judgment till next sittings, had no hesitation in dismissing it as frivolous and vexatious. In R. S. C., 1883, ord. 25, r. 4, it seems to be contemplated that this course shall be taken only when pleadings have been delivered, but it is well settled that the power of the court is not limited by that rule (*Higgins v. Woodhall*, 6 Times L. R. 1), and that it has an inherent jurisdiction to stay any action which is manifestly vexatious and an abuse of the process of the court: *Metropolitan Bank v. Pooley* (33 W. R. 709, 10 App. Cas. 210); *Lawrance v. Lord Norreys* (15 App. Cas. 210). Hence there is no reason why an action should not be stayed although only a writ has been issued, as was the case in the present instance. In *Seaton v. Grant* (15 W. R. 420, L. R. 2 Ch. 459), where charges of fraud were made, the court refused to interfere and take a bill off the file before the defendants had put in an answer denying the fraud; but any such objection was obviated here by the fact that Lord IVEAGH at once went into the witness-box and denied the charges made against him. Moreover, the alleged date of the bribery was such that the matter might well have been brought forward when the petition for the sanction of the court to the proposed sale was before the Court of Appeal, and in those proceedings also there had apparently been ample opportunity for investigating the conduct of the Marquis of AILESBURY in relation to the sale. As to his arrangements with his creditors, STIRLING, J., took the further point that even if he did thereby gain a collateral benefit for himself, this was not a ground for setting aside a sale in other respects proper, but only for making him account as trustee to the other persons entitled under the settlement. Considering how closely the proceedings followed upon the decision of the House of Lords and the unsubstantial nature of the evidence which was produced, the fate of the action is hardly matter for surprise.

In the case of *Heseltine v. Simmons* (reported on another point 1892, A. C. 100) the Court of Appeal decided (1) that an untrue statement of the consideration in a mortgage bill of sale only made it void so far as regards the chattels comprised therein, but not so as to avoid the covenants for payment; and (2) that the omission to insert in the bill of sale an agreement made at the time of execution, that it was not to be resorted to until the other securities in the hands of the grantee had been exhausted did not render the bill of sale void as regards the covenants. It was argued that, though on the face of the bill of sale no deviation from the form prescribed by section 9 of the Act of 1882 could be shewn, it was nevertheless void on the grounds (1) that the consideration was not truly stated, because it was stated that the sum advanced was lent to the plaintiff, and in fact it was lent to his father; and (2) that it omitted to state a condition on the faith of which it was made—viz., that it was not to be enforced till all other remedies of the grantee were exhausted. The court arrived at the conclusions above mentioned on the grounds following: *First*, as to the untrue statement of the consideration, section 8 of the Act of 1882 provides that where there is an untrue statement of consideration the bill of sale is to be void "as regards the chattels comprised therein," and does not avoid the covenant for payment. Section 9 of the Act of 1882 deals with the form only, and the words in the form, "or whatever else the consideration may be," are only inserted for the purpose of admitting the statement of some consideration other than money. If section 9 was to be construed so as to avoid the bill of sale altogether in consequence of the consideration not being truly stated, it would be inconsistent with section 8, which avoids it only as to the chattels comprised in it. *Secondly*, as to the non-insertion of the condition, the court held that a condition is not a defeasance. A debt is not defeated by being paid, and section 10 (3) of the Act of 1878 expressly distinguishes "defeasance" from "condition," so that the non-insertion of the condition is not a breach of section 9 of the Act of 1882. It follows that the omission of the condition is only a breach of section 10 of the Act of 1878, the result being that the bill of sale must be treated as unregistered under the Act of 1882—i.e., it is void as regards the "personal chattels comprised therein," but not as to the covenant for payment.

A CURIOUS difference of opinion as to the strictness with which a letter of guarantee ought to be construed is to be found in the judgments of NORTH, J., and of the Court of Appeal in *Barber v. Mackrell* (ante, p. 696, 40 W. R. 618). The firm of YOUNG, SONS, & MAGNAY were the holders of two bills of exchange for £1,048 10s. 5d. and £462 6s. 6d. respectively, drawn by FINCH upon, and accepted by, the London Quays Co. These bills had been lost, and it did not appear for what period they had been drawn, but it was assumed to be for three months. In December, 1866, it was proposed that FINCH should renew these bills, the holders drawing fresh bills upon him solely, but payment was to be guaranteed by MACKRELL, the testator whose estate was being administered in the above action. In confirmation of this MACKRELL wrote to the holders of the bills a letter in which he guaranteed the payment by FINCH of the two bills they intended to "renew for his one of £1,048 10s. 5d. and the other for £462 6s. 6d., due respectively the 28th inst. and the 4th prox." In point of fact the two fresh bills were for sums of £1,025 6s. 11d. and £485 10s. respectively, the total (£1,510 16s. 11d.) being the same as before, but the separate amounts different. Moreover, although drawn for three months, they both bore the same date, the 22nd of December. NORTH, J., taking a literal view of the word "renewal," and also arguing from the analogy of leases, held that a renewed bill must, in the absence of special agreement, be in all respects the counterpart of the original bill—that is, it must be between the same parties, for the same amount, for the same period as, and commencing from the date of expiration of the original bill. In the present case the variation in the parties, by reason of the omission of the original acceptors, the London Quay Co., had been contemplated. But the variations in the amounts and in the dates of commencement had not been contemplated, and hence NORTH, J., decided that the fresh bills were not renewals of the old bills, and that the guarantor's estate was not liable.

The Court of Appeal, however, considered that this was giving to "renewal" a technical construction which the guarantor did not intend it to bear. What he meant was to guarantee the whole amount due on the original bills, and it was sufficient that the fresh bills, although not strictly renewals, were given in substitution for them. This, of course, meets the justice of the case. It is doubtless perfectly correct to insist upon an exact meaning being assigned to terms of art when these are used in formal documents, however disastrous the consequences may sometimes be; but it is a different matter to apply such a principle to an ordinary business letter.

THE REPORT OF THE COUNCIL OF JUDGES.

II.

We dealt last week with the whole of the report and the resolutions grounded upon it except the portions relating to the Chancery Division and the proposed Court of Criminal Appeal. As to business in the Chancery Division, a number of suggestions are made with a view to facilitating procedure and avoiding expense, and these may be conveniently classified under the heads of Procedure generally, Administration of Estates, and the Extension of Originating Summons.

5. Procedure in the Chancery Division.—Assuming that the additional judge will be appointed, the resolutions naturally provide that the four judges who have chambers and a staff of clerks shall devote themselves, in the first instance, to the disposal of their non-witness lists, and their motions, petitions, and chamber work. The other two judges will undertake the witness actions, a separate list being made out for each. As to the actions set down in the Chancery Division, a distinction is made between those which belong to the classes of actions specially assigned to that division and actions which might have been brought in the Queen's Bench Division. Actions of the latter kind are to be subject to the procedure suggested for the Queen's Bench Division. It will be necessary, therefore, to take out a summons for directions, and there will be the same restriction on interrogatories and on inspection of documents. Moreover, interlocutory proceedings will be taken before a chief clerk as though he were a master. As to actions specially assigned, the only suggestion is that these, in common with all other actions, shall be subject to resolutions 22 and 23—that is, where privilege is claimed for a document, the master (or chief clerk) is to be at liberty to inspect it, and parties may be compelled to state whether they have specific documents in their possession.

Important suggestions are made with regard to the evidence to be required upon the distribution of property and the power of the judge to make orders binding absent parties. Very frequently great and unnecessary expense is incurred in furnishing strict evidence of the title of all the persons beneficially interested. Resolution 47 provides accordingly that, in cases relating to the distribution of a fund or property, whether in court or out of court, the judge in person shall be at liberty, in order to avoid expense and delay, to accept or allow testimony of information and belief, and such other evidence as, regard being had to the circumstances of the particular case, he shall consider reasonable. This discretion it is proposed he may exercise, without formal application, by giving directions to the chief clerk as to the nature of the evidence to be allowed in the particular case. It is not altogether easy to see how this would work. The natural course seems to be for the parties, in the first instance, to consider what evidence can reasonably be obtained, and then to apply to the judge for such relaxations as may be desirable. Four of the resolutions are intended to enable the court to deal effectively with a matter although all the parties interested are not before it. Thus, where service of an order for accounts or inquiries is dispensed with, the judge in person may, if he thinks fit, direct that the persons as to whom service is dispensed with shall be bound as if served (resolution 48). The next resolution is a little puzzling. Where, under the existing rules of order 55, the judge in person does not think fit to direct any additional persons to be served with an originating summons, *such persons*, though not

served, are to be bound by the order if it so directs, unless the order has been obtained by fraud or the non-disclosure of material facts. But if no additional persons are mentioned, who are the persons to be bound? Probably it is meant that the order shall bind certain specified persons upon whom, in the ordinary course, service would be directed. If it was intended that the order should, without more, be binding upon all persons interested it would have been easy to say so. Resolution 50 recommends that the power of the judge to appoint persons to represent persons not before the court should be enlarged, so as, for example, to enable him to appoint a person to represent the heir, where there is difficulty in ascertaining or in serving him. When the heir has not been ascertained, and his rights depend on the construction of an instrument, this power is already given by ord. 16, r. 32, but the enlarged power could be used in all cases where the heir, or other person represented, is affected, and even though he may be known, if he cannot easily be served. So again it is proposed (resolution 51) that the judge shall be empowered to sanction a compromise between some of the beneficiaries and a trustee sought to be charged so as to bind absent beneficiaries. A small but interesting point is dealt with by resolution 53, which proposes that ord. 16, r. 8, shall be extended so as to apply to foreclosure actions against trustees. In redemption actions trustees sufficiently represent the beneficiaries, but in foreclosure actions a different rule has prevailed, on the ground that the trustee may not be able to find the money to redeem the estate, and the beneficiaries ought to have the chance of doing so: *Francis v. Harrison* (38 W. R. 329, 43 Ch. D. 183). For this chance they would in future have to rely upon the trustee.

The resolutions as to service out of the jurisdiction deal with a defect which has long been apparent. The late Master of the Rolls pointed out that the power to authorize such service was statutory only, and consequently did not exist except where expressly given by statute: *Re Maughan* (22 W. R. 748), *Re Mervyn's Settled Estates* (*Ibid.* 752). And accordingly, since ord. 11, r. 1, makes mention only of writs of summons, it was held by the Court of Appeal in *Re Busfield* (34 W. R. 372, 32 Ch. D. 123) that there was no jurisdiction to order service of an originating summons out of the jurisdiction. This restriction has been productive of much inconvenience, and so too in the case of other proceedings which are not instituted by writs of summons. Hence it is now proposed to extend the rules as to service out of the jurisdiction, though only so as to affect British subjects, (1) to originating summonses, (2) to orders in winding up, (3) to petitions, (4) to judgments or orders which, under existing rules, are required to be served on persons other than the parties in whose presence they are made, (5) to applications under the Patents, Designs, and Trade-Marks Acts, 1883-1888.

In addition to the above changes, it is also proposed (resolution 52) that in debenture-holders' actions where the debentures create a charge, in partition actions, and generally in all actions in which the court can order a sale, this may be done before judgment, and also after judgment before all the persons interested have been ascertained. And it is laid down shortly that the method of drawing up judgments and orders by the registrars ought to be simplified, though as to the manner in which this is to be done no suggestion is made. We have already pointed out the inexpediency of omitting to mention the evidence on which the order is founded.

6. Administration of estates.—A great step in the reduction of the expense of administration has been already taken by allowing a determination of any particular question without the necessity of having the administration carried out altogether by the court. But even where the whole administration must be, to a certain extent, under judicial control, it is still unnecessary to invoke the interference of the court or its officials upon every point, and it is proposed to introduce a new form of order, under which the administration of the estate of a deceased person may be carried on under the supervision of the court. The order is to be obtained by any creditor or person interested in the estate, or by the executors, administrators, or trustees of the deceased person, and will direct what steps are to be taken without further directions from the court, and who is the person to take them. It will be the duty of

the last-named person within a specified time to send to the chambers of the judge an account of the estate with observations. This account will be signed by the person sending it in, and also by his solicitor in cases where he has one, and will shew the assets realized and unrealized, the funeral and testamentary expenses and probate and other duties, the debts and legacies paid and unpaid, and the residue distributed and undistributed. Where a solicitor is employed, he is also to certify that, to the best of his belief, the account is correct, and he is not to be changed without the leave of the judge. The judge is to have power at any time to turn an order for administration under supervision into an order for administration by the court. While upon the subject of administration, the Council of Judges have also taken the opportunity of recommending certain changes in the law with the object of securing equality as between creditors. Where to a claim by a creditor it is pleaded that the estate is insolvent, the creditor will not be allowed to obtain a judgment for himself alone, but the judgment will be for administration, and the case will be transferred to the Chancery Division. So, again, it is proposed that the time-honoured rule according to which, as between creditors of equal degree, an executor has been at liberty to pay one in preference to another (*per Abbott, C.J.*, in *Lyttleton v. Cross*, 3 B. & C., at p. 322) shall be abolished, and with it, of course, all the subsidiary rules as to the extent to which this preference can be controlled by the institution of proceedings at law or in equity (Williams on Executors, p. 1037). It is natural, at the same time, to bid farewell to that interesting relic of technicality, the executor's right of retainer. This arose from the circumstance that he could not sue himself, and, in the absence of such a right, it was possible for any creditor, by commencing proceedings, to gain priority over him. But, if all creditors are to be on the same level, there is no longer any ground for making a distinction in favour of the executor. It is possible that the change has already been made in the case of estates which are being administered in bankruptcy (*Re York*, 36 Ch. D. 233), though, in the absence of express enactment, this has been doubted (*Re Baker*, 38 W. R. 417, 44 Ch. D. 262); but the question will be set at rest if the present proposal is carried into effect.

7. Extension of procedure by originating summonses.—The success which has attended the introduction of originating summonses where any question of construction arises in the administration of a trust has made it evident that a similar procedure can be adopted with advantage in other cases where the parties only require to know what are their rights under a written instrument. Hence resolution 64 proposes that an originating summons shall be employed in all cases of construction of a deed, will, or other written instrument, where a declaration of right only, without other relief (such as possession or the like), is sought. In two cases also, where a petition has been hitherto necessary, the procedure is to be by way of originating summons, where, namely, a judgment creditor to whom land of the debtor has been actually delivered in execution applies for a sale of it under 27 & 28 Vict. c. 112, and where, upon the appointment of new trustees out of court, it is necessary to come to the court for a vesting order.

8. Court of Criminal Appeal.—The suggestions of the council on this matter are of a more controversial nature than the rest of the suggestions, and as there is no chance of their taking practical form without full discussion in Parliament it will be sufficient for the present briefly to describe them. It is proposed that a permanent Court of Criminal Appeal shall be established, to consist of the Lord Chief Justice and six other judges of the Queen's Bench Division, five members of the court to form a *quorum*. It will take over the jurisdiction of the Court for Crown Cases Reserved. The report advises that, to secure rapidity of decision, the court should be prepared to meet whenever necessary, but there is no resolution to this effect. Its functions are to be twofold. It will sit ordinarily as a court of appeal against the length of sentences, but, on request from the Home Secretary, it would also be a court of appeal against convictions. In its first capacity it would entertain appeals against sentences (except for murder) passed at quarter sessions or by a judge of the Supreme Court. Its power would extend to diminishing, confirming, or increasing the sentence, and the

appeal would be brought either by the convict or by the Attorney-General. Of course the chief advantage of such a court would be to secure uniformity of sentences, and the possibility of an increase of the sentence would check indiscriminate appeals. The death penalty is naturally excepted, as an appeal in such a case must necessarily be against the conviction. It is to be noticed that the court is to be at liberty to consider further evidence, and this may lead to difficulty. Although the further evidence may shew that the convict is innocent there is no power to quash the conviction, nor, indeed, to reduce the sentence to a nominal one. The court must assume that the offence in question has been committed, and all it can do is to accept the evidence in mitigation. But in practice it would be bound to send to the Home Secretary an informal intimation that the conviction was wrong, and this would render it practically a court of appeal against convictions. On the other hand, it would more and more tend to become such a court under the provision enabling it to review a conviction on request from the Home Secretary. With such a tribunal at his service a Home Secretary would hardly be justified in declining to have recourse to it in any case of difficulty, and to do this would soon become a matter of course. In practice it would probably be found that, if the court is to sit at all, and to have power to receive fresh evidence, it must have full jurisdiction to review convictions as well as sentences.

In some respects, as in regard to the abolition of pleadings and the introduction of the summons for directions, and in regard to the new party and party costs, it is too early to estimate the result of the proposed changes, but in general they tend considerably to facilitate and shorten litigation, and it is to be hoped that effect will be given to them without undue delay.

REVIEWS.

BOOKS RECEIVED.

A Treatise on the Construction and Effect of Statute Law, with Appendices containing Words and Expressions used in Statutes which have been judicially or statutorily construed, and the Popular and Short Titles of certain Statutes. By HENRY HARDCASTLE, Barrister-at-Law. Second Edition, Revised and Enlarged. By WILLIAM FEILDEN CRAIES, M.A., Barrister-at-Law. London: Stevens & Haynes.

Principles of the Law of Real Property: Intended as a First Book for the Use of Students in Conveyancing. By the late JOSHUA WILLIAMS, One of Her Majesty's Counsel. Seventh Edition. Re-arranged and partly Rewritten by his Son, T. CYPRIAN WILLIAMS, Barrister-at-Law. London: Sweet & Maxwell (Limited).

The Small Holdings Act, 1892 (55 & 56 Vict. c. 31), with General Sketch of the Act and Forms. By J. THEODORE DODD, M.A. London: Horace Cox.

NEW ORDERS, &c.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Friday, the 12th day of August, 1892.
Whereas, it has been represented to me that it is expedient that the several actions set forth in the Schedules hereto and now pending before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich should be transferred to Mr. Justice Vaughan Williams, before whom the winding up of the defendant companies is proceeding; Now, I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the said actions be transferred and assigned to Mr. Justice Vaughan Williams as an additional Judge of the Chancery Division. And this Order is to be drawn up by the Registrar and set up in the several Offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice CHITTY.

Foster v The West Indian New Gold Mining Corporation, Id 1892
F 18
Storey v The Submerging Boat Co, Id 1891 S 4,664
The Northamptonshire Union Bank v Jesse Harrison & Co, Id 1892
N 125
Stubber v Thomas Daniel & Co, Id 1892 S 2,877

Foreign, American & General Invest Trust, Id v Malta Ry Co, Id 1890 F 1,753
Mynors v Trust and Invest Corp of South Africa, Id 1892 M 147

SECOND SCHEDULE.
From Mr. Justice NORTH.

Noble v The Dee Oil Co, Id 1890 N 1,836
Strong & anor v Publishing Co, Id 1891 S 2,633
Lister v H Lister & Sons, Id 1892 L 150
Wentworth v Hummums Hotel, Id 1891 W 2,587
Douglas v J Lang & Co, Id 1891 D 420
Fowler v Broad's Patent Night Lights Co, Id 1891 F 1,833
Hadden Woodward v Trust & Invest Corp of South Africa, Id 1891 W 3,999

THIRD SCHEDULE.
From Mr. Justice STIRLING.

Dawson v Trust & Invest Corp of South Africa, Id 1892 D 133
London & Universal Bank, Id v Same 1891 L 2,603
Tipper v H. J. Cousens & Co, Id 1891 T 2,191
Danby v Inter-Colonial Publishing Co, Id 1891 D 278
Harris v Ford & Co, Id 1891 H 1,441
Miskin v The Gem Glass Co, Id 1891 M 2,096
Hopkins v The United Kingdom Property Trust, Id 1891 H 3,689
Williams v The Borough of Portsmouth (Kingston, &c.) Tramways Co, Id 1890 W 3,804
Engel v South Metropolitan Brewing and Bottling Co, Id 1891 E 4

FOURTH SCHEDULE.
From Mr. Justice KEKEWICH.

Capital and Counties Bank v Hatton, Sons & Co, Id 1891 C 135
Stamford, Spalding & Boston Banking Co v Allchin, Linnell & Co, Id 1891 S 450
Brooker v Richard Mayo, Id 1890 B 4,162
Compton v Kinnears & Co, Id 1891 C 2,443
Ford v Northwich Salt Co, Id 1891 F 1,295
O'Hagan v Birmingham Compressed Air Power Co, Id 1891 O 1,968
Manchester & Liverpool District Banking Co, Id v Paragon Works, Id 1891 M 1,059

HALSBURY, C.

RULES OF THE SUPREME COURT, AUGUST, 1892.

ORDER XXXVI., RULE 29B.

1. The venue of every action entered in the London list and not ordered to be tried at Guildhall, pursuant to Order XXXVI., Rule 29A, shall be changed to Middlesex by the Master of the Associates Department, subject to appeal to the Lord Chief Justice of England, or, in his absence, to the Senior Judge of the Queen's Bench Division who may be present at the Royal Courts of Justice.

ORDER LV., RULE 60A.

NOTICE HOW TO OBTAIN PAYMENTS.

2. The following Form shall be substituted for Form 9 in Appendix L:—

Form 9.

[*Short title.*]

The amounts payable to the creditors of A.B., deceased, under an order in this (matter and) action, dated 18 , may be obtained at the office of the Paymaster of the Supreme Court, Royal Courts of Justice, London, upon production of this notice, which may be presented* at that office, or may be sent to the Paymaster by post, with a request indorsed hereon as under, for a remittance of the amount, viz.:—

I request the Paymaster to send me by post a direction for payment of £ due to me, as herein notified, to be payable to my account at Bank.

3. These Rules (which may be cited as the Rules of the Supreme Court, August, 1892), shall come into operation on the 1st of October next.

The 10th of August, 1892.

(Signed)

HALSBURY, C.
COLERIDGE, C.J.
NATH. LINDELEY, L.J.
EDWARD E. KAY, L.J.
F. H. JEUNE, Pres. P.D. & A.
C. E. POLLOCK, B.

LOCAL GOVERNMENT ACT, 1888, SECTION 29.

RULE OF THE SUPREME COURT.

The summary proceeding for submitting any question for decision to the High Court of Justice under the twenty-ninth section of the Local Government Act, 1888, shall be by special case to be agreed

* If by the payee in person he must be identified.

upon by the parties, or in default of such agreement to be settled by an arbitrator agreed upon by the parties or (if necessary) appointed by a Judge at Chambers, or to be settled by a Judge at Chambers.

The special case, when settled, shall be filed at the Crown Office Department, at the Central Office of the Supreme Court, by the Chairman of Quarter Sessions, the County Council, or the local authority concerned, within eight days from the settlement thereof, and shall be put into the Crown paper for argument as if it were a case stated by justices under 20 & 21 Vict. c. 43.

This Rule shall come into operation on the 1st of October, 1892.

The 10th of August, 1892.

(Signed) HALSBURY, C.
COLERIDGE, C.J.
NATH. LINDELEY, L.J.
EDWARD E. KAY, L.J.
F. H. JEUNE, Pres. P.D. & A.
C. E. POLLOCK, B.

COMPANIES ACTS, 1862 TO 1890.

GENERAL RULES MADE PURSUANT TO THE COMPANIES ACTS, 1862 TO 1890, AND THE SUPREME COURT OF JUDICATURE ACT, 1891.

1. Where any action is transferred to the Judge who for the time being exercises the jurisdiction of the High Court to wind up Companies, the Registrar under the Companies Winding-up Rules may, subject to the general or special directions of the Judge, hear, determine, and deal with any application, matter, or proceeding which, if the action had not been transferred, would have been determined in Chambers.

2. In every cause or matter within the jurisdiction of the Judge, whether by virtue of the Act or by transfer or otherwise, the Registrar shall, in addition to his powers and duties under the Companies Winding-up Rules, 1890 and 1892, have all the powers and duties of a Master, Registrar, Chief Clerk, or Taxing Master.

3. In the Companies Winding-up Rules, 1890 and 1892, and these Rules, the words "Winding-up matter" shall, in relation to the High Court, where the winding-up of a Company is proceeding before the Judge, include any action brought by or against that Company which has been or shall be transferred to the Judge.

4. These Rules may be cited as the Companies (Winding-up) Rules, August, 1892, and shall come into operation on the 1st day of October next.

(Signed) HALSBURY, C.
COLERIDGE, C.J.
NATH. LINDELEY, L.J.
EDWARD E. KAY, L.J.
F. H. JEUNE, Pres. P.D. & A.
C. E. POLLOCK, B.

The 10th of August, 1892.

CASES OF THE WEEK.

Before the Vacation Judge.

BENNETT v. ELBOROUGH—17th August.

VACATION BUSINESS—COMMittal—URGENCY—NOTICE OF MOTION.

This was an application to serve notice of motion for the committal of the defendant for the 24th of August. The plaintiff stated that the urgency of the matter consisted in the apprehension that the defendant would abscond unless prompt proceedings were taken. It was stated that he was a stockbroker, and that the plaintiff had deposited with him certain bonds of the Argentine Republic; that an order had been already made for the delivery of an account by him; and that he would probably go away if not restrained.

BRUCE, J., said that he thought the matter was of sufficient urgency to justify him in giving leave to serve notice of motion for committal for the date named, and gave leave accordingly.—COUNSEL, Abinger. SOLICITORS, Snell, Wire, & Stone.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

PEDLEY v. COOPER—17th August.

VACATION BUSINESS—INJUNCTION—WASTE—BUILDING AGREEMENT—NOTICE OF MOTION—URGENCY.

This was a motion *ex parte* to restrain the defendant from committing waste by excavating and taking away sand and gravel from certain land of which he was in possession as licensee under a building agreement. The case on behalf of the plaintiff was stated to be that the defendant was in possession of the land, which was situate at West Ham, under a building agreement which contained the usual provisions, including a provision that the defendant should be entitled to a lease upon the buildings being completed. The defendant was entitled to excavate, but not to take away sand and gravel otherwise than was necessary for building purposes. In fact, he was taking away and removing sand and gravel for the purpose of selling it. It was also stated that the defendant was

making large holes in the land, thereby causing lasting damage to the property. As a licensee, he had no right to take away the soil.

BURKE, J., granted an injunction.—COUNSEL, Jenkins. SOLICITORS, Fletcher & May.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

COOKE v. STANSFIELD—17th August.

INJUNCTION—ANCIENT LIGHTS—TRESPASS—MANDATORY INJUNCTION.

In this case the plaintiff moved for an injunction to restrain the defendants, their servants, agents, and workmen, from erecting or raising the wall or walls between the premises of the plaintiff at No. 108, High-street, Marylebone, and the premises of the defendant at No. 109, High-street aforesaid, and from erecting or raising on the premises No. 109 any wall or building so as to darken, injure, or obstruct any of the ancient lights of the plaintiff, and in particular the skylights and windows in the plaintiff's premises, and that the defendants might be restrained from allowing the scaffolding to remain, and from committing any trespass on the plaintiff's house and premises. On behalf of the plaintiff it was urged that there was an obstruction of his common law rights, and that he was entitled to an injunction. In answer to the objection of the defendants that, in order to claim a right to the light to the skylight, the plaintiff must claim the right to light from all quarters—which was wrong in law—the plaintiff said that any interference with his common law right was liable to be restrained, however small. It was admitted that the intention was to raise the wall higher, and every additional foot, the plaintiff contended, constituted an interference with his legal rights.

BURKE, J., after observing that most of the matters in dispute in the action had been agreed to be referred to a surveyor, said that the case, so far as the interference with the light was concerned, was not one for interference by way of injunction, nor should he insist upon an undertaking being given to pull down in the event of a mandatory injunction being granted at the trial. Costs would be costs in the action.—COUNSEL, H. Terrell; Bougfield, Q.C., and Knowles Corrie. SOLICITORS, Cooper & Bage; Leathley & Wills.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

In the Matter of THE HOUSE INVESTMENT CO. (LIM.)—17th August.

COMPANY—WINDING UP—TWO PETITIONS—CREDITOR'S PETITION—URGENCY—VACATION BUSINESS.

This was an application to place a creditor's petition in the paper for the 24th of August. It appeared that another petition had been presented by a creditor, and the applicant was apprehensive that an order might be made upon it. The present petition was presented on the 22nd of June, and Vaughan Williams, J., ordered it to stand over on the terms of the company undertaking not to wind up voluntarily, and to give notice of any other petition being presented.

BURKE, J., ordered the petition to be restored to the paper in the event of any other petition for winding up the company coming into the paper. He said that the only urgency in the case lay in the danger of a petition being presented by some other person than the present applicant. Vaughan Williams, J., was of opinion that only in very exceptional cases should winding-up petitions be presented in Vacation, and that if he refused to hear any other creditor's petition without having the present petition put in the paper, the danger apprehended by the applicant would be obviated.—COUNSEL, Simpson. SOLICITOR, E. W. Sampson.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

CASES OF LAST Sittings.

Court of Appeal.

HEWLETT v. ALLEN & SONS—No. 1, 10th August.

MASTER AND SERVANT—WAGES—DEDUCTIONS—PAYMENT OTHERWISE THAN IN CURRENT COIN—TRUCK ACT, 1831 (1 & 2 WILL. 4, c. 37), ss. 2, 3, 4, 23.

Appeal from the decision of the Queen's Bench Division (Day and Charles, J.J.) reversing the judgment of a county court judge. The plaintiff, Louis Hewlett, was in the employment of the defendants, who were proprietors of confectionery works, and upon entering the employment signed an agreement to conform to all the rules and regulations of the defendants' works. One of the rules was that all employees would have to become members of the sick and accident club connected with the works, a member of the defendant's firm being the treasurer thereof. Under the rules of the sick and accident club the plaintiff's subscription was 2d. weekly, and this sum was deducted from her wages weekly. Upon leaving the defendants' employment, the plaintiff brought this action in the county court to recover £1 13s. 7d., the total amount of the weekly deductions, on the ground that they were illegal under the Truck Acts. The Truck Act, 1887, extended the provisions of the Truck Act, 1831, to persons in the position of the plaintiff. The county court judge held that the deductions, except for medicine and medical attendance, were illegal, and gave judgment for the plaintiff for £1 6s. 10d. The Divisional Court held that the deductions were legal within the decision in *Lamb v. Great Northern Railway Co.* (39 W. R. 475; 1891, 2 Q. B. 281), by which the court below thought that the present case was governed, the amounts deducted were in fact expended in medical relief to the plaintiff and his wife, and therefore were lawful deductions under section 23. That case, therefore, did not touch the present case. The judgment must be affirmed, but upon different grounds.

KAY, L.J., concurred, but he entertained some doubt whether a cross-action by way of counter-claim (in his opinion the evidence did not raise any ground of set-off, legal or equitable, but only a case of counter-claim) would be an answer to a claim under the Truck Act. As, however, the other members of the court were of opinion that it would, he merely desired to state his hesitation upon the point.—COUNSEL, Corrie Grant and Compton Smith; Finlay, Q.C., and Crispe. SOLICITORS, Shaen, Roscoe, Massey, & Co.; Milner Jutsum.

[Reported by W. F. BARRY, Barrister-at-Law.]

GUARDIANS OF WEST HAM (Appellants) v. CHURCHWARDENS, &c., OF ST. MATTHEW, BETHNAL GREEN (Respondents)—No. 1, 10th August.

POOR LAW—SETTLEMENT—IRREMOVABILITY—RESIDENCE IN DOMESTIC SERVICE WHILE UNDER SIXTEEN—RESIDENCE APART FROM PARENT—DIVIDED PARISHES AND POOR LAW AMENDMENT ACT, 1876 (39 & 40 VICT. c. 61), s. 34—11 & 12 VICT. c. 111.

Appeal from the decision of the Queen's Bench Division upon a special

THE COURT (Lord Esher, M.R., and Bowen and Kay, L.J.J.), having taken time to consider, dismissed the appeal.

BOWEN, L.J., read a judgment in which Lord Esher, M.R., concurred.

case stated on appeal against an order of a metropolitan police magistrate, whereby he adjudged that the parish of Low Leyton, in the appellant union, was the place of the last legal settlement of the pauper, Caroline Batchelliar. The pauper went out to domestic service at Low Leyton when she was nearly fourteen years of age, and remained there until she was nearly eighteen. Her father was dead, and her mother, who had never resided in the appellant union, was settled in Shoreditch parish. The pauper afterwards resided with her mother at places outside the appellant union until she became chargeable to the respondent parish. The court of quarter sessions dismissed the appeal. The question for the opinion of the court was whether the parish of Low Leyton, in the appellant union, was the place of the last legal settlement of the pauper. The Divisional Court (Pollock, B., and Vaughan Williams, J.) affirmed the decision.

THE COURT (Lord ESHER, M.R., and BOWEN and KAY, L.J.J.) dismissed the appeal.

Lord ESHER, M.R., said that the question of a settlement now depended upon whether the pauper was irremovable through residence in a parish for three years under section 34 of the Divided Parishes Act, 1876. Residence for one year conferred irremovability; residence for three years under certain conditions gave a settlement. It was unnecessary to determine whether it was required that the pauper should have been irremovable in each of the three years, because here the pauper had resided for four years in Low Leyton, and was, therefore, irremovable in each of the last three years. It was argued, however, that the proviso to 11 & 12 Vict. c. 111 altered that and made the pauper removable while under sixteen to her mother's settlement. That proviso, however, was construed in *Reg. v. Leeds Union* (27 W. R. 708, 4 Q. B. D. 323) as being a proviso framed in the interests of humanity, to prevent the breaking up and dispersal of families whose members were living together. The proviso would not be applicable unless the members of the family were living together. A child away on a visit or at school would still, in contemplation of law, be residing with its parents. The pauper in the present case was in domestic service, and must be considered as residing with her master and mistress, and not with her mother. Residence under sixteen could be added to residence over sixteen to make up the three years: *Hightworth and Swindon Union v. Westbury-on-Severn Union* (38 W. R. 295, 14 App. Cas. 465). The proviso to 11 & 12 Vict. c. 111, therefore, did not apply, and the pauper acquired a settlement in Low Leyton under section 34 of the Divided Parishes Act, 1876.

BOWEN, L.J., concurred.

KAY, L.J., concurred, though with some doubt upon the question whether the pauper's residence while in domestic service under sixteen was such residence as would render her irremovable.—COUNSEL, Jeff, Q.C., and R. D. Muir; Beven. SOLICITORS, F. E. Hilleary; H. T. Howard.

[Reported by W. F. BARRY, Barrister-at-Law.]

Re SOVEREIGN LIFE ASSURANCE CO.—No. 2, 10th August.

COMPANY—WINDING UP—PURCHASE BY COMPANY OF ITS OWN SHARES—EXTINCTION—NO LIABILITY OF COMPANY TO BE PLACED ON LIST OF ITS OWN CONTRIBUTORIES.

This was an appeal from a decision of Chitty, J., refusing to allow the above-named company to be placed on the list of its own contributories. The question substantially was whether certain of its own shares purchased by the company were extinguished by the purchase, or whether they were kept alive, with the practical result of proportionately increasing the liability of the remaining shareholders to the extent of the amount uncalled on the shares. The company was established under the Joint-Stock Companies Act of 1844 by a deed of settlement made in 1845, and completely registered in January, 1846. It was subsequently registered under section 209 of the Companies Act, 1862. In 1860, in pursuance of a clause in the deed of settlement, the company applied for and obtained a special Act of Parliament (23 & 24 Vict. c. cxvii.), by section 21 of which the directors were authorized to lay out and invest in the name of the company or otherwise all or any part of the money, funds, or property of the company in, *inter alia*, the purchase of the shares or policies of the company or the bonuses declared thereon. In August, 1887, a petition was presented for the winding up of the company, and in July, 1889, an order for a compulsory winding up was made. A summons was taken out by the official liquidator in the interests of the policy-holders of the company to place the company on the list of contributories in respect of 8,781 of its own shares which had been purchased by the company and transferred, in March, 1881, to the company by directors and others, who, after the purchase and previous to the transfer, held the shares in trust for the company; the summons further asked that a call of £7 10s. per share (£2 10s. being already paid up on each share), or such other sum as might be estimated to realize the sum of £65,857, might be made upon all the contributories of the company. Chitty, J., dismissed the summons. The official liquidator appealed. On the hearing of the appeal judgment was reserved. Subsequently

THE COURT (LINDLEY, LOPEZ, and A. L. SMITH, L.J.J.) dismissed the appeal.

LINDLEY, L.J., in a written judgment, said the appeal raised the questions (1) what would be the rights of policy-holders against the funds of the company and against its members apart from the Act 23 & 24 Vict. c. cxvii., and, (2) how were those rights affected by the Act. After referring to the form of policy issued by the company, his lordship said the true and legal construction of policies such as that, as had long ago been settled, was that (1) the policy-holders acquired no charge at law or in equity upon the funds of the company; (2) their right, when their policies became payable or provable, was to be paid out of the then existing funds, including the uncalled capital; and (3) they had no right to call on any shareholder to pay more than the full amount of the shares held by

him and not paid up when the demand was made. That was the result of the well-known decisions of (in law) *Hallett v. Merchant Traders Association* (13 Q. B. 960), *Hallett v. Dowdall* (18 Q. B. 2), *King v. Accumulative Assurance Co.* (6 W. R. 12, 3 C. B. N. S. 151); and (in equity) *Lord Talbot's case* (5 De G. & S. 386), *Law v. London Indisputable Life Policy Co.* (3 W. R. 151, 1 K. & J. 223), *Durham's case* (4 K. & J. 517—*sub nom. Re Athenaeum Assurance Co.*, *Ex parte Prince of Wales Assurance Co.*, 6 W. R. 765), and *Re Albert Life Assurance Co.*, *Bell's case* (18 W. R. 66, L. R. 9 Eq. 720). For the present purpose the first of those three propositions was the most important. The non-existence of any charge on the funds of the company was finally determined by *Re State Fire Insurance Co.* (11 W. R. 746, 1 H. & M. 457), and, since *Bell's case*, his lordship believed, had never been questioned. In *Bell's case* Lord Hatherly (then Vice-Chancellor Wood) said: "It has been settled in these cases that there is no equitable charge upon the assets. It is a mere debt." His lordship referred next to the 21st section of the Act, which, he said, it was impossible to read without coming to the conclusion that it authorized the company to buy its own shares. What did that necessarily involve? It involved the purchase of part of the capital for the benefit of the holders of the rest of the capital—*i.e.*, it involved a reduction of capital. It could not be read in such a way as to increase the liability of those members who were to be benefited, yet that would be the result of the appellant's contention, for he argued that the shares bought by the company should be treated as subsisting, and as held by a trustee for the company, who would be liable to a call of £7 10s. per share, and be entitled to be indemnified by the members of the company, who thus, instead of being benefited, would have a heavy burden imposed on them. Such a construction was quite inadmissible. Reduction of capital was the necessary consequence of a statutory power enabling a company to invest its assets in the purchase of its own shares. The policy-holders were unsecured creditors of the company, as they had always been, with the funds of the company applicable for their payment; but those funds did not include capital extinguished by statutory authority. The appeal must be dismissed.

LOPEZ and A. L. SMITH, L.J.J., concurred.—COUNSEL, Farcell, Q.C., Moulton, Q.C., and Swinfen Eady; Byrne, Q.C., and Lemon. SOLICITORS, James Robinson; Hepburn, Son, & Cutcliffe.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

High Court—Chancery Division.

Re MARIA CHURCHILL (Deceased), *LEWIS v. CHURCHILL*—Chitty, J., 9th August.

DOMICIL—INTESTATE SUCCESSION—SYRIAN LAW—BRITISH SUBJECT.

This was a question as to who was entitled to the personal estate of a British subject who died intestate domiciled in Syria at the time of her death. The intestate, a widow, left two children and the children of a deceased child. There was no doubt that the law of the domicile applied to personality, and the only difficulty was to ascertain what that law was.

CHITTY, J., after reading, among other evidence, opinions given by the Mufti of Beyrouth, Sir Patrick Colquhoun, and the Court of Appeal of Mount Lebanon, said that the result was as follows:—If the lady had been a subject of the Ottoman Empire, the Turkish or Syrian law of succession would have applied, and the surviving children would have taken to the exclusion of the grandchildren, but part of the Syrian law was to leave the succession to the personal estate of British subjects to be governed by British law. The succession was, therefore, relegated back to the English law, and the grandchildren took the share that their deceased parent would have taken.—COUNSEL, H. Greenwood; Carson. SOLICITORS, Calkin, Lewis, & Stokes; Baker, Folder, & Upperton.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

WOOD v. GREGORY—North, J., 10th August.

PARTITION ACTION—ORDER FOR SALE—POWER TO LEASE—ORDER TO SUSPEND ORDER.

This was a motion for an order to the effect that a proposed lease should be effectual, notwithstanding an order for the sale of the property had been made by the court. In a partition action North, J., had, on the 16th of November, 1889, made the usual order for the sale of certain hereditaments. Part of the property comprised in the order had been sold, but no purchaser could be found for the rest. A tenant, however, was willing to take it on a lease, if the order for sale would not interfere with his rights under the lease. The court was accordingly asked to make an order to that effect.

North, J., made an order suspending until further order the order for sale.—COUNSEL, Humphreys. SOLICITORS, Torr & Co.

[Reported by G. B. M. COOKE, Barrister-at-Law.]

EVANS AND ANOTHER v. WARE—North, J., 10th August.

INJUNCTION—CONTRACT IN RESTRAINT OF TRADE—INFANT—UNREASONABLE PROVISION—CONTRACT FOR BENEFIT OF INFANT.

This was a motion for an injunction on the part of the plaintiffs, who carry on business as the Cardiff Milk Supply Co., against breach of an agreement dated the 4th day of June, 1890. Prior to the signing of this agreement the defendant had been engaged in work in the plaintiffs' stables. He was subsequently employed as a vendor of milk, receiving 2s. extra a week, and thereupon, by the agreement in question, he agreed, in consideration of the plaintiffs taking him into their employ at the salary of 21s. a week as one of their sellers of milk and collectors of money, that he would not leave their employ without giving

them seven days' notice, and that, if he did leave their employ as a result of notice given either by himself or the plaintiffs, he would not commence business on his own account or in partnership with any person as a vendor of milk in the town of Cardiff, or within a radius of five miles from the plaintiffs' place of business, nor enter into the service of any other vendor of milk in the said town or within the said radius for twenty-four months after the expiration of the aforesaid notice. At the time of the agreement the defendant was under age. The plaintiffs, however, stated in their affidavit that he had declared himself to be of age, and that if they had supposed this not to be the case he would not have been employed as a vendor of milk by them. The defendant left the service of the plaintiffs on the 12th day of June, 1892, and at once commenced business as a vendor of milk in Cardiff. On behalf of the defendant it was contended that the consideration was inadequate, that the clause in the agreement for which an injunction was sought was of a penal nature, and in restraint of trade, and that it would not be enforced as against an infant, as it could not be for his benefit. The case of *Fellows v. Wood* (59 L. T. N. S. 513), to which the judge referred, and on which the plaintiffs' counsel relied, had been overruled, it was said, by the decision of Chitty, J., in *De Francesco v. Barnum* (38 W. R. 187, 39 W. R. 5, 41 Ch. D. 165, 45 Ch. D. 430).

NORTH, J., granted the injunction. He held that it was impossible to hold that the contract was not for the benefit of the infant, seeing that in consideration thereof he obtained employment, or continuance of employment. All that could be truly said was that a contract without such a restrictive clause would have been even more for his benefit. The decision in *De Francesco v. Barnum* related to a case of apprenticeship. The decision of Chitty, J., in that case explained the application of *Fellows v. Wood*, but did not overrule it.—COUNSEL, Vernon Smith; Bramwell Davies, SOLICITORS, L. W. H. Jones, for James Morgan, Cardiff; Riddell, Vaizey, & Co., for Jones, Cardiff.

[Reported by G. B. M. COOKE, Barrister-at-Law.]

EVERITT v. AUTOMATIC WEIGHING MACHINE CO.—North, J., 11th August.

COMPANY—TRANSFER OF SHARES—CHARGE OR LIEN—CONVEYANCING ACT, 1881, s. 15, SUB-SECTION 1.

This was a motion by the plaintiff in the action for an injunction to restrain the defendant company and their directors and agents from selling or transferring the shares in the capital of the company held by, and registered in the name of, the plaintiff, or any of them, under the powers for those purposes conferred by the articles of association of the company. The plaintiff was the owner and registered holder of 3,909 shares in the company, of the nominal value of £1 each, credited as fully paid up. The plaintiff owed to the company £4,671 6s. 6d. The plaintiff entered into an agreement with a Mr. Hore to sell the shares to him for £4,971 6s. 6d. Mr. Hore was willing to pay to the company the amount due to them by the plaintiff, and the plaintiff requested the company, on payment thereof, to assign their debt and the lien which they had under their articles on the shares to Mr. Hore, as the plaintiff's nominee. The company declined to make the assignment, and threatened to put in force their powers of selling the plaintiff's shares conferred by the articles. It was contended for the plaintiff that he was entitled, by virtue of the Conveyancing Act, 1881, s. 15, sub-section 1, to require the company to make the assignment.

NORTH, J., said that the case was within the section, and that the company were bound to transfer the shares to the plaintiff's nominee on receiving payment of their debt, and that the case of *Re General Exchange Bank* (6 Ch. App. 818) was in point. The lien which the company had was not like a solicitor's lien, but was an equitable charge which was not lost by parting with possession. [The following was the order made:—"The plaintiff undertaking, at four days' notice by the defendant company, to pay to the defendant company the amount for which they have a lien or charge upon the defendant company transferring the lien or charge they have on the shares to the plaintiff's nominees, let an injunction be granted in the terms of the notice of motion till trial of the action or further order."]—COUNSEL, Cossens-Hardy, Q.C., and Whitaker; S. Hall, Q.C., and Swinfen Eady, SOLICITORS, Stephens & Stephens; Adam Barn & Son.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

LORD HENRY BRUCE AND OTHERS v. MARQUIS OF AILESBUCKY.—Stirling, J., 13th August.

PRACTICE—ISSUE OF WRIT—STAY OF ACTION—VEXATIOUS AND FRIVOLOUS PROCEEDING—ABUSE OF PROCESS OF COURT—AGREEMENT FOR SALE OF SETTLED ESTATES—ALLEGED FRAUD—SANCTION OF SALE BY THE HOUSE OF LORDS.

These were two motions by special leave in the above-mentioned action, one on behalf of the Marquis of Ailesbury and the other on behalf of Lord Iveagh, both defendants in the action, that all further proceedings in the action might be stayed, or, in the alternative, that it might be dismissed with costs, to be paid by the plaintiffs' solicitors, on the ground that it was a vexatious and frivolous action, and an abuse of the process of the court. In the action, which was commenced on the 5th inst., the plaintiffs claimed a declaration that the agreements entered into for the sale of the Savernake Estate were fraudulent as against the plaintiffs and void, and ought to be delivered up to be cancelled; and they also claimed an injunction to restrain the defendants from carrying the agreements into effect. The hearing of the motions was commenced on Friday afternoon at four o'clock, and was continued on Saturday, his lordship having obtained the consent of the Vacation Judge in that behalf. On the 9th inst. the House of Lords delivered their judgment (reported *ante*, p. 711) affirming the decision of the Court of Appeal (reported 40 W. R. 243 as

Re Ailesbury (Marquis of) Settled Estates), who had overruled the judgment of Stirling, J., and had sanctioned the sale of the Savernake Estate to Lord Iveagh for £750,000. Lord Frederick Bruce had made an affidavit to the effect that he had been informed by Lord Ailesbury that Mr. Lewis, his principal creditor, had promised that if he signed the agreement, and the sale took place, he (Mr. Lewis) would provide an annuity of £2,500 a year for Lord Ailesbury, and would make a will to that effect; that Mr. Laurence, who succeeded the late Mr. Mewburn-Walker as trustee, had stated to Lord Frederick that he did not intend that Lord Ailesbury should be dependent on Mr. Lewis's word and upon his will, and that nothing short of a deed would satisfy him; and that he, Lord Frederick, believed that at the time the agreements for the sale were entered into a secret bargain was made with Lord Ailesbury that he was to receive an annuity of £2,500 a year in consideration of his entering into them, and that but for such secret bargain he would not have entered into them. In two affidavits filed by Lord Frederick and Lord Henry Bruce specific charges of attempts at bribery were made against Lord Iveagh. Lord Iveagh was examined and cross-examined, and stated that he had never directly or indirectly made or authorized anyone else to make the offer he was alleged to have made—namely, an offer of a bribe of £50,000 to Lord Henry Bruce, in order to induce him to withdraw his opposition to the sale. For the defendants it was contended that the sole object of the present action was delay, which might put an end to the contract, for no one would spend money on the estate while there were threats of bringing forward unknown charges of fraud. The court had inherent jurisdiction to see that its process was not abused by a proceeding without reasonable grounds, and in a proper case to stay the action: *Metropolitan Bank v. Pooley* (33 W. R. 709, 10 App. Cas. 210), *Lawrance v. Lord Norreys* (39 Ch. D. 213, at p. 234, 37 W. R. Dig. 145). On behalf of the plaintiffs it was contended that in this case the court ought not to interfere, because, according to the authorities, there was no case in which, where the issue of the writ was the initial step in the litigation between the parties, the court had interfered at the writ stage, where the writ itself disclosed sufficient cause of action, which was the case here. In support of this argument the following cases were cited: *Cobbett v. Warner* (15 W. R. 403, L. R. 2 Q. B. 108), *Seaton v. Grant* (15 W. R. 420, L. R. 2 Ch. App. 459), *Castro v. Murray* (23 W. R. 596, L. R. 10 Ex. 213), *Dawkins v. Prince Edward of Saxe-Weimar* (24 W. R. 670, 1 Q. B. D. 499), *Edmunds v. The Attorney-General* (26 W. R. 550), *Higgins v. Woodhall* (6 Times L. R. 1), and *Lawrance v. Lord Norreys*.

STIRLING, J., said that he desired at once to state his opinion that the motions must succeed. Although he was prepared to state his reasons at once, he thought it better, in the interests of all parties, that he should put them into writing. He proposed, therefore, to reserve his judgment, and to deliver it on the second day of the next sittings.—COUNSEL, Rigby, Q.C., and Fossett Lock; Sir H. James, Q.C., and Spencer Buller; Mrs Mackenzie; Sir C. Russell, Q.C., and Geo. Henderson, SOLICITORS, G. B. Laurence & Co.; Travers, Smith, & Braithwaite; Hunter & Haynes.

[Reported by W. A. G. Woods, Barrister-at-Law.]

High Court—Queen's Bench Division.

CORN AND ANOTHER v. MATTHEWS AND ANOTHER—8th August.

APPRENTICE—INDENTURE OF APPRENTICESHIP—INVALIDITY FOR WANT OF MUTUALITY.

This was an appeal by a special case from a decision of a stipendiary magistrate of Staffordshire, sitting at Burslem. The appellants were manufacturers of earthenware, carrying on business at Longport. The respondents were an apprentice in the employ of the appellants and the apprentice's father. By a deed of apprenticeship entered into with the appellants, the apprentice, who was nineteen years of age at the date of the deed, bound himself apprentice to learn the branch of trade called potters' printing, and to serve his masters (the appellants) for five years "excepting the usual holidays and days on which the said branch of the business of his said masters shall be at a standstill through accident beyond the control of the masters, and subject also to the provision hereinafter contained." The masters bound themselves to instruct the apprentice and to find him reasonable work, and to pay him certain wages. The deed contained the following clause, the validity of which was the subject of this appeal: "Provided always that the said masters shall not be liable or called upon to pay any wages to the said apprentice so long as their business shall or may be interrupted or impeded by or in consequence of any turn-out, and the said apprentice is hereby expressly authorized and allowed during any such turn-out, and for such reasonable time thereafter as may be necessary to enable him to determine such employment as hereinbefore mentioned, to employ himself in any other manner or with any other person for his own benefit, and in case the said apprentice shall elect so to employ himself, the said masters shall not, during the time they so employ him, be bound to teach and instruct the said apprentice or cause him to be taught and instructed as aforesaid." The apprentice worked with the appellants until the 4th of May in this year, when he absented himself from work and remained absent thereafter. The appellants thereupon took out a summons under 38 & 39 Vict. c. 90 for an order directing the respondents to perform the conditions and agreements contained in the indenture of apprenticeship. On the hearing of the summons the magistrate decided that if the indenture was valid there was sufficient evidence to justify him in ordering the apprentice to return and fulfil his contract, but the magistrate was of opinion that the indenture was invalid for the following reasons: That whereas the employers had covenanted to teach and instruct the apprentice in the art of potters' printing and pay him certain wages, yet the deed contained a proviso that the employers should not be liable or called upon to pay any wages to the apprentice so

long as their business might be interrupted by any turn-out. This in effect was, in the opinion of the magistrate, that the apprentice might have to work for his employers without any wages though the turn-out might last for weeks; that although the apprentice was authorized to obtain work elsewhere, during the time of which work his employers were not bound to teach him, yet as he was obliged to return to them on the turn-out coming to an end, he could only have got other employment of a temporary character, and he might not have been able to get any other work at all. The magistrate, therefore, considered that the apprentice was not placed on equal terms with his employers, and held that the deed was void for want of mutuality, and dismissed the summons. The employers appealed.

The COURT (Wright and Bruce, JJ.) dismissed the appeal, holding that the case could not be distinguished from *Meakin v. Morris* (32 W. R. 661, 12 Q. B. D. 352).—COUNSEL, *Boddam*; *Lambert*, SOLICITORS, *Cronin, Orgill, & Cronin*, for *Llewellyn & Ackill*, Tunstall; *Mear & Fowler*, for *E. Hollingshead*, Tunstall.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Bankruptcy Cases.

Ex parte BROWN, Re HASTINGS—Q. B. Div., 5th July.

BANKRUPTCY—WRIT OF SEQUESTRATION—SEQUESTRATION AGAINST DEBTOR—SUBSEQUENT RECEIVING ORDER—INJUNCTION RESTRAINING PROCEEDINGS UNDER WRIT OF SEQUESTRATION—SECURED CREDITOR—BANKRUPTCY ACT, 1883, ss. 9, 10, 45, 168.

This case raised an important question as to the rights of persons under a writ of sequestration where a receiving order is afterwards made against the debtor. In October, 1891, an order was made in the Chancery Division in an action to administer the trusts of the will of one Major Brown, by which the debtor, George Woodyatt Hastings, at that time M.P. for East Worcestershire, was directed to pay into court a sum of £20,840, moneys for which he was found liable. This order was not complied with, and on January 8, 1892, a writ of sequestration was issued from the Chancery Division to enforce the order, under which the commissioners appointed seized the debtor's house and goods, and applied for leave to sell. A petition in bankruptcy in the Worcester County Court was, however, presented against the debtor, and on January 15 an interim injunction was granted in the county court restraining further proceedings against the debtor in the Chancery action pending the hearing of the petition. On January 24 the petition was heard, when a receiving order was made against the debtor and the injunction made perpetual. The plaintiffs in the Chancery action subsequently applied to the county court to discharge the restraining order, but this application was refused. From this refusal the present appeal was brought.

THE COURT (VAUGHAN WILLIAMS and COLLINS, JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, J., said that the real question raised was whether the county court was right in making a restraining order restraining the appellants from proceeding with the sequestration. The court was of opinion that the county court judge was right in making that order. The matter depended on what was the effect of the sequestration order in this case. It had been pointed out that the effect of a writ of sequestration might differ according to the object which was sought to be attained by the issue of the writ of sequestration, and also might differ according to the order or judgment which preceded the issue of the writ. Where the writ of sequestration was issued merely to obtain obedience to an interlocutory order, there it was a mere personal matter and in the nature of the process of contempt for disobedience to the order of the court, and it was not contended in such a case that the writ of sequestration or any acts done under it gave any charge or lien to the person at whose instance the writ was issued. But it was said that where the order was an order for the payment of money into court the effect of the writ of sequestration was different. In such a case the writ so far partook of the nature of a proceeding under which a charge or security might be obtained in favour of the person at whose instance the writ was issued that, even if death occurred, the right of the person at whose instance the writ was issued was a right which continued against the personal representatives. That was a step towards that which the appellants wished to prove here, because it did show that the proceeding of sequestration in that case was not a matter which could be discharged by obedience or death of the person against whom the writ was issued. But it did not follow from that that the appellants in the present case were secured creditors within the meaning of the Bankruptcy Act. Upon the making of a receiving order section 9 of the Bankruptcy Act, 1883, came into force, which enacted that no creditor to whom the debtor was indebted in respect of any debt provable in bankruptcy should have afterwards any remedy against the property or person of the debtor in respect of the debt, or should commence any action or other legal proceedings unless with the leave of the court. The first question was whether the appellant, who was the plaintiff in the Chancery action, and those whom he represented, were creditors within the meaning of the section. The court was of opinion that the appellant was a creditor, and that he was so by reason of the terms of section 37. That being so the appellant had no right to continue the proceedings under the sequestration unless he brought himself within the proviso of section 9 which provided that the section should not affect the power of any secured creditor to realize or deal with his security in the same manner as he otherwise would have been entitled. The question remained, therefore, whether the appellant was a secured creditor. It was not contended that he was a secured creditor except by reason of the sequestration; but it was said that the sequestration order in itself gave him a title to this property. There appeared to be some

doubt as to what was the true effect of the writ of sequestration, but it would seem that the effect of it was no more, at any rate in the first instance, than to give the sequestrator the right to go in and take possession of and hold the property seized under the writ. It gave the person who had obtained the writ and had seized a further right to obtain an order for sale, and if he obtained an order for sale he got a good title to the proceeds of sale. But it did not make the creditor a secured creditor by reason of his having obtained the writ of sequestration. The court did not understand that the writ of sequestration gave to the person at whose instance it was issued any security other than that which was obtained by a person who got an order for the appointment of a receiver, and the obtaining by a creditor of an order for a receiver did not make such creditor a secured creditor within the meaning of the Bankruptcy Act. But it was said further that, either by virtue of the statute 1 & 2 Vict. c. 110 or by virtue of the 27 & 28 Vict. c. 112, there had been such a delivery in execution or such a seizure as to give the appellant and those whom he represented by virtue of the writ of sequestration a good charge on the property. The court did not think so. A person could not get the benefit of either of those Acts of Parliament unless first he had got a judgment, and it seemed to the court that the appellant in the present case had obtained no judgment, and could not, therefore, have the benefit of either of those Acts of Parliament. Then it was said that section 45 of the Bankruptcy Act, 1883, recognized the title of the appellant as a creditor who had security. But the court was against that contention for the same reason, and the appeal must therefore be dismissed.

COLLINS, J., concurred.—COUNSEL, *Yate-Lee and Eastwick*; *Ingle-Joyce* and *Muir Mackenzie*, SOLICITORS, *Nisbet, Dav, & Nisbet*, for *E. Nevinson*, Malvern; *The Solicitor to the Board of Trade*.

[Reported by C. F. MORRELL, Barrister-at-Law.]

Solicitors' Cases.

BLAKE v. HALSE—Chitty, J., 4th and 9th August.

PROCTOR—ASSIGNMENT OF PENSION—EQUITABLE ASSIGNMENT—NOTICE TO TREASURY—PRIORITY—THE PROBATE ACT, 1857 (20 & 21 VICT. c. 77), ss. 103, 105, 113.

This case raised three points. First, whether a proctor could assign or charge the pension awarded him as compensation under the Probate Act, 1857 (20 & 21 Vict. c. 77); secondly, whether an agreement to pay a sum of money out of such pension was a good equitable assignment; and, thirdly, whether a subsequent assignee could get priority by giving notice to the Treasury, no notice having been given by the first assignee.

CHITTY, J., said as to the first point the law might be stated thus. Persons in the service of the Crown or public receiving pay in respect of such service, whether naval, military, or civil, might not assign such pay, public policy requiring it to be kept for maintaining the public servant in a position to perform the services imposed. Pensions for past services, where the officer had wholly retired, might be assigned, but where there was a liability to be called again to service, as in the case of retirement on half pay, no assignment was allowed, for the same reason as in the first case. Now the future earnings of a solicitor or proctor were assignable in equity. Looking at the Probate Act, 1857, it appeared that the regular officers of the old courts, such as the judges and registrars, were abolished or transferred to the new court. A proctor was not a regular officer, but only an officer in the sense in which solicitors and attorneys were formerly officers of the courts of chancery and common law respectively, and in which a solicitor was now an officer of the High Court. The Probate Act, 1857, contained provisions (section 103) for compensating the regular officers, with a provision for suspending the payment during the holding of another office. Compensation to proctors was granted under section 105, and from the terms of the section was clearly granted for the loss of private business. It was granted because the Act took away the monopoly proctors had hitherto enjoyed, and opened the door to solicitors and barristers. Proctors were not excluded, but they had no longer a monopoly. If the case stood thus it was quite plain such compensation could be assigned. But it was said that section 113, by providing that persons to whom any compensation should be granted under the Act should, when called upon, be liable to fill any public office, for which his previous "services in any office abolished by the Act" rendered him eligible, really put compensation to proctors on the footing of half pay. The answer to that was that proctors were not abolished by the Act. They remained proctors without their monopoly. If the officer declined to take office when called upon he forfeited his compensation pension. Now proctors did not render services to the public, but to their clients and themselves, and such services could not in any reasonable sense be considered "services in any office abolished by the Act." Hence the compensation was the private property of a proctor, and could be alienated. An argument had been founded on the corresponding sections in the Divorce Act, 1857 (20 & 21 Vict. c. 85), which were not nearly so clear, but his lordship declined to construe a clear enactment by one more ambiguous, though in pari materia, and passed only three days later. It was satisfactory to find that the Treasury did not consider that any liability to serve was imposed on proctors who received compensation, but, of course, his lordship's judgment was independent of that. As to the second point, his lordship referred to his previous decision in *Western Waggon Co. v. West* (40 W. R. 182; 1 Ch. 27), and said that any agreement to pay a sum of money out of a fund bound the fund in equity, and was a good equitable assignment. As to the third point, the funds were in no legal sense in the hands of the Lords of the Treasury. They were in the hands of the Paymaster-General. It was extraordinary that anyone should think he would gain any priority by giving an idle notice to the Treasury: *Somerset v. Cox* (33 Beav. 634).

The Treasury was not exempt from the general law, but they were not charged with the duty of paying the money. It was no use giving notice to persons unless the fund was at the time in their hands, or must of necessity come to them, and notice which did not bind the person to whom it was given gave no priority to the person giving it.—COUNSEL, Whitehorne, Q.C., and Winslow; Latham, Q.C., and Wall; Levett, Q.C., and Kirby; Charles Walker, SOLICITORS, Lawrence, Graham, Gray, & Sutherland; Link-lates; Murr & Rusby; E. F. Jenkins.

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

LEGAL NEWS.

APPOINTMENTS.

MR. RICHARD SAMUEL GURNEY COOMBS, solicitor, of Oundle, has been appointed Registrar and High Bailiff of the Oundle County Court, Clerk to the Justices for the Oundle Division of Northamptonshire, Clerk to the King's Cliffe District Highway Board, and Clerk to the Commissioners of Taxes, all these appointments being conferred upon him in succession to the late Mr. Theodore Henry Shuckburgh Capron. Mr. Coombs was admitted a solicitor in July, 1887, and formerly practised at Watford.

MR. ARTHUR LEOPOLD RAYNER, solicitor, of 3, New-inn, Strand, W.C., 362, Barking-road, Plaistow, E., and 52, Linver-road, Parson's-green, Fulham, S.W., has been appointed a Commissioner for Oaths. Mr. Rayner was admitted in December, 1885.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

THOMAS JAMES NEWMAN and GEORGE ALFRED BOND, solicitors, Barnsley. Aug. 6. The said Thomas James Newman has retired from the business, and the business will in future be carried on by the said George Alfred Bond and by Edward Newman at Barnsley aforesaid, under the style of NEWMAN & BOND.

GEORGE FRANK PADDOCK and WILLIAM WEBB PADDOCK, solicitors (Paddock & Sons), Hanley. June 30. The said George Frank Paddock will continue the business on his own account. [Gazette, Aug. 12.

JOSEPH EDMUND PETTINGELL and FREDERICK WILLIAM THORP, solicitors (Pettingell & Thorp), Victoria-chambers, Bowalley-lane, Kingston-upon-Hull. May 31. [Gazette, Aug. 16.

GENERAL.

Recognizing the want of accommodation which has long been felt at the post-office at 89, Chancery-lane, and to which attention was called in a petition presented two years ago, the postal authorities are about to close the present office and to open a new one at No. 78, corner of Bishop's-court. This involves the retirement of Mr. Richardson, the postmaster, and, although he has been in the service over half a century the terms of his appointment preclude his drawing a pension. The inhabitants of the neighbourhood are giving him a testimonial accompanied by an address, and the latter now lies for signature at the Sun Office, 40, Chancery-lane.

A remarkable discovery of treasure trove has been made in the Parliament-hill fields between Hampstead and Highgate. A child of three, the son of Mr. Haynes, who lives near Parliament-hill, in the course of his play turned over some soil and came across a bright article which aroused the curiosity of his mother and another lady who was with her. The excavation was continued to the depth of some seven or eight inches, with the result that several gilt articles of solid silver and beautiful workmanship were discovered and taken home. Acting on legal advice Mr. Haynes gave information of the find to Dr. G. Danford Thomas, the coroner for the district, and that gentleman commenced to make arrangements to hold a public inquiry into the circumstances of the discovery. In the meantime, however, the Solicitor to the Treasury claimed the articles, and they have been handed over to him by Mr. Haynes.

A meeting of solicitors' managing clerks was held on 11th of August at the Law Institution, Chancery-lane. Mr. Edward Cairns (Messrs. Trinder & Capron) was in the chair, and about 300 managing clerks to solicitors were present. The chairman said that they had met with the intention of forming an association which should be of a protective and not of an aggressive character, and he was glad to say that the establishment of the proposed association was viewed with favour by solicitors. Mr. Kelleher (Messrs. Ellis, Munday, & Clarke) proposed a resolution that it was desirable to form an association of solicitors' managing clerks, to be formed for the protection and advancement of their interests. This was seconded by Mr. White (Messrs. Maple, Teesdale, & Co.), and carried unanimously. After some animated discussion it was resolved that the resolution should be immediately carried into effect by the formation of an association, and the meeting then proceeded to ballot for the election of a council of thirty members.

Speaking at the half-yearly meeting of the London and North-Western Railway Co., held at Euston on August 14, Lord Stalbridge, who was presiding, reminded the members that at the last meeting there was a strongly-expressed opinion on the part of the proprietors that the company should take advantage of the Forged Transfers Act. The directors subsequently, as they promised at the time, met all the other companies in the matter, when the directors came to the conclusion that it would be desirable to adopt the Act, and, like some of the other large companies, to make a

small charge for insurance. The main reason for this—and the directors felt it very strongly—was that it would not be fair to throw the whole cost of any forgery upon the revenue for the year. It might be said that they were not forced to do this by the Act, and that they might charge the loss to capital; but no railway company would ever dream of debiting capital with such a charge. It would be inevitably debited to the revenue account of the half-year in which it was paid. They thought it quite possible, if they had several good years, when there were no forgeries, that in process of time it might be possible to abolish the charge altogether when a suitable fund had been formed sufficient to meet any charge that might arise on it. It was also proposed that any existing shareholder should be at liberty to take advantage of the Act and render his holding what was called indefeasible. Regulations as to this matter would shortly be drawn up by the secretaries of the various companies who had adopted this plan, and a circular would be issued to the proprietors pointing out in what way it could be effected. Subsequently Lord Stalbridge proposed a resolution authorizing the directors "to exercise the powers conferred upon the company by the Forged Transfers Acts, 1891 and 1892, and by section 40 of the London and North-Western Railway (Additional Powers) Act, 1892, subject to such regulations, conditions, and stipulations as they may from time to time deem expedient," and the resolution was carried.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

HEALEY.—Aug. 16, at 119, Harley-street, W., the wife of C. E. H. Chadwyck Healey, Q.C., of a daughter.

DEATH.

MAY.—Aug. 15, at Lisnavagh, county Carlow, the Right Hon. George Augustus Chichester May, formerly Lord Chief Justice of Ireland, aged 77.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRITON MEDICAL AND GENERAL LIFE ASSOCIATION, LIMITED.—Creditors (other than policy holders and annuitants) are required, on or before Sept 16, to send their names and addresses, and the particulars of their debts and claims, to Robert Keating Clay and Ralph Price Hardy, Norfolk House, Victoria Embankment

"EARL" SAILING SHIP LINE, LIMITED.—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to William Jenkinson, 147, Leadenhall st.

POOLE & WHITE, LIMITED.—Petition for winding up, presented Aug 5, directed to be heard on Aug 24. Webb, Suffolk House, Laurence Pountney hill, petmers' solars. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 23.

PORTSMOUTH PAPER CO., LIMITED.—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to Flaxman Haydon, 16, Union et, Old Broad st. Goldring & Co, Abchurch lane, solars for liquidators.

VOLCANIC AERATION CO., LIMITED.—Creditors are required, on or before Sept 15, to send their names and addresses, and particulars of their debts or claims, to Henry Godbold, 16, Philpot lane. Nash & Co, Queen st, Cheapside, solars for liquidator.

London Gazette.—TUESDAY, Aug. 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HOUSE INVESTORS' CORPORATION, LIMITED.—Petition for winding up, presented Aug 9, directed to be heard on Aug 24. Warnington, 27, Walbrook. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 23.

LONDON BOOT CO., LIMITED.—By an order made by Smith, L.J., dated Aug 5, it was ordered that the voluntary winding up of the company should be continued. Sooles & Co, High st, Borough, petmers' solars.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

DEEPLY VALE PAPER MANUFACTURING CO., LIMITED.—Petition for winding up, presented Aug 5, directed to be heard at the Chancery Office, 9, Cook st, Liverpool, on Tuesday, Aug 23, at 11. Heywood & Co, Manchester, solars for petmers. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 22.

FRIENDLY SOCIETIES DISSOLVED.

INSEPARABLE BENEFIT SOCIETY, Prince of Wales Inn, Beaufort, Brecknock. Aug 4

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

BALL, FRANCIS TIPPING, Evelyn gdns, South Kensington. Oct 1. Arding v Ball, North, J. Field & Co, Lincoln's Inn fields

MANLEY, JOHN, St John's rd, Hoxton. Aug 31. Manley v Manley, North, J. Crouch & Co, Basinghall st

WAINE, ELIZABETH, Stockton on Tees. Aug 26. Hutchinson v Sowerby, Registrar, Durham. Faber & Co, Stockton on Tees

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 5.

ADAMS, WILLIAM, Erdington, co Warwick, Gent Sept 30 Rollason, Birmingham

BARNES, SARAH, Southport, Farmer Sept 14 Mayhew & Co, Southport

BEAUMONT, ALFRED, Ipswich, Coal Merchant Aug 27	Jesselyn & Sons, Ipswich	QUICK, CAROLINE, Thornton Heath, Surrey Sept 2	Carpenter & Martin, Tiverton, Devon
BROWN, STAFFORD MAJENDIE, Adderbury, Oxon, Gent Sept 24	Merrick & Co, Old Jewry	ROLFE, ELEANOR WHITE, Ducie st, Manchester Sept 30	Chorlton, Manchester
COX, SAMUEL, Seaton, Devon, Boot Maker Sept 8	Stamp & Co, Honiton	RONNELL, HUGH HASTINGS, Cecil st, Strand Sept 2	Leman & Co, Lincoln's inn fields
DESSONSLAVY, ROSALIE, Cromwell rd, Kensington Sept 10	Reeves & Son, Temple chbrs,	ROWLEY, THOMAS WILLIAM, Angel bridge, Upper Fore st, Edmonton, Gent Sept 1	Law & Worssam, Holborn viaduct
Temple avenue	Temple Avenue	SMITH, FREDERICK HENRY, Bromley, Kent Aug 27	Roper & Whately, Lincoln's inn fields
DICKINSON, ALFRED, Shorelditch Sept 6	Proudfoot & Chaplin, John st, Bedford row	STEPHENSON, MABEL, Wellingborough Sept 30	Burnham & Co, Wellingborough
DRAKE, WILLIAM, Underhill rd, Forest hill Sept 11	Ann Amelia Drake, Mayfield, Underhill rd, Forest hill	SWINBURN, JANE MARLOW, Accock's Green, Wores Sept 17	Ryland & Co, Birmingham
FARWELL, MARIA BENT, Inverness ter, Hyde pk Sept 1	Farwell, Bath	WHITLEY, EDWARD, Halewood, Lancs, Esq. M.P. Sept 30	Whitley & Co, Liverpool
FURLAND, ELIZABETH, Somerset Bridge, nr Bridgewater Sept 7	Poole & Son, Bridgewater	WILSON, JOSEPH, Aston juxta Birmingham, retired Licensed Victualler Sept 10	Blowitt & Co, Birmingham
HILL, JOHN, Moretonhampstead, Devon, Esq Sept 1	Geare & Mathew, Exeter	WYLDE, THOMAS, Avenue A, Metropolitan Meat Market, Meat Salesman Sept 26	Carter & Barber, Austinfairs
LANGTON, STEPHEN, Dunkirk, Lenton, Nottingham, Signalman Aug 27	Burton & Briggs		
MENNELL, JAMES, York, Cutler Sept 15	Smith, York		

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug 12.

RECEIVING ORDERS.

ALDRIDGE, STANLEY, Colchester, Tobaccoconist Colchester Pet Aug 10	Ord Aug 10	BRACKENRIDGE, THOMAS, Whitehaven, Wholesale Stationer Aug 22 at 2	67, Duke street, Whitehaven
ALLIE, WILLIAM ROBERT, Newbury, Berkshire, Butcher Newbury Pet Aug 9	Ord Aug 9	BRUNO, ALBERTO, Old Broad st, Exporter of Coals Aug 23 at 12	Bankruptcy bldgs, Carey st
BARKER, JAMES, Loughborough pk, Brixton, of no occupation High Court Pet July 12	Ord Aug 8	BUSHELL, ALBERT, Sparkbrook, Wores, Traveller Aug 24 at 2.30	23, Colmore row, Birmingham
BATY, THOMAS, Clarendon sq, Islington, Commission Agent High Court Pet July 12	Ord Aug 9	D'AVIGDOR, SERGIUS HENRY, Shepherd's Bush green, of no occupation Aug 23 at 2.30	Bankruptcy bldgs, Carey st
BEAL, EDWARD, Tower chambers, London wall, Solicitor High Court Pet July 15	Ord Aug 8	DIXON, ARTHUR ROBERT, Canterbury, Gent Aug 19 at 10.30 Off Rec, 53, Castle st, Canterbury	
BERRY, SIRAH ANN, New Mills, Derbyshire, Grocer Stockport Pet Aug 10	Ord Aug 10	ELLIS, JONAS, Dewsbury, Rag Merchant Aug 19 at 4 Off Rec, Bank chambers, Batley	
BLYTH, WILKINS, CO., London rd, Tobaccoconists High Court Pet July 18	Ord Aug 8	FRITH, WILLIAM, Manningham, Bradford, Draper Aug 25 at 11 Off Rec, 31, Manor row, Bradford	
BOX, RICHARD, Horley, Surrey, Corn Merchant Croydon Pet June 11	Ord Aug 8	HAMPTON, HENRY, Wandsworth, Surrey, Carman's Foreman Aug 19 at 11.30 21, Railway approach, London Bridge	
CANNIFER, JEREMIAH, Gt Safron hill, Holborn, Engineer High Court Pet Aug 10	Ord Aug 10	HARDING, WILLIAM TORRINGTON, Drayton grdns, South Kensington Aug 19 at 12 Bankruptcy bldgs, Carey st	
CHAMPION, LEONARD, Cheltenham, Fruiterer Cheltenham Pet Aug 8	Ord Aug 8	HIND, EDWARD MORGAN, Barry Dook, Glam, Builder Aug 22 at 3 Off Rec, 29, Queen st, Cardiff	
COOPER, ARCHAMBO, Grafton Mansions, Woburn bldgs, Wine Merchant High Court Pet July 18	Ord Aug 8	HOLDEN, THOMAS, Handsworth, Staffs, Builder Aug 23 at 11 23, Colmore row, Birmingham	
CUZON, THE HON ROGER, Quebec st, Oxford st, Of no occupation High Court Pet July 8	Ord Aug 8	HOOKE, JOHN, Sharden, Kent, Dealer Aug 19 at 11 Off Rec, 73, Castle st, Canterbury	
EAMES, GRIFFITH, Prestatyn, Flints, Joiner Bangor Pet Aug 9	Ord Aug 9	JENNINGS, EDWIN, and ROWLAND HILL, Deal, Kent, Butchers Aug 19 at 12 Off Rec, 73, Castle st, Canterbury	
EGAN, PETER, Portland st, Ashton under Lyne, Insurance Agent Ashton under Lyne Pet Aug 10	Ord Aug 10	JONES, WILLIAM, Penrhysweiber, Glam, Draper Aug 19 at 12 Off Rec, Merthyr Tydfil	
FRITH, WILLIAM, Manningham, Bradford, Draper Bradford Pet Aug 9	Ord Aug 9	KENNETH, WILLIAM RICHARD, Ashford, Kent, Butcher Aug 19 at 11.30 Off Rec, 73, Castle st, Canterbury	
GARNHAM, JOHN, Hoxton st, Hoxton, China Dealer High Court Pet Aug 10	Ord Aug 10	KNIGHT, CHARLES, Gloucester, Commission Agent Aug 20 at 4 Off Rec, 15, King st, Gloucester	
HALL, CHRISTOPHER BREEZE, Birmingham, Draper Birmingham Pet Aug 4	Ord Aug 8	KNOTT, LUKE, Long Newton, nr Stockton on Tees, Blacksmith Aug 31 at 3 Off Rec, 8, Albert rd, Middlesbrough	
HOLIDAY, HUGH SUTTON, Lamplugh, Cumbri, Farmer Whitehaven Pet July 27	Ord Aug 10	LYON, ROBERT BEARMARK, Newcastle on Tyne, Cement Manufacturer Aug 22 at 11.30 Off Rec, Pinkine, Newcastle on Tyne	
HOWE, JOHN, Colchester, Clothier Colchester Pet Aug 10	Ord Aug 10	MARKELOW, SAMUEL WILLIAM, Milford on Sea, Hants, Hotel Proprietor Aug 19 at 3 Off Rec, 4, East st, Southampton	
JACK, WALTER GREGG, Gt Western rd, Westbourne Park, High Court Pet July 19	Ord Aug 5	MARYLAND, JOHN WILLIAM, Goole, Yorks, Chop Dealer Aug 20 at 11 Lowther Hotel, Goole	
KENNEDY, WILLIAM RICHARD, Ashford, Kent, Butcher Canterbury Pet Aug 9	Ord Aug 9	MORRIS, HERBERT, Leeds, Bucks, Coal proprietor Aug 22 at 11 Off Rec, 22, Park row, Leeds	
KILLE, EBENEZER, Southsea, Grocer Portsmouth Pet Aug 6	Ord Aug 6	PARKER, HENRY, Eton, Bucks, Coal Merchant Aug 19 at 12 Off Rec, 95, Temple chbrs, Temple avenue	
KNIGHT, CHARLES, Gloucester, Commission Agent Gloucester Pet Aug 8	Ord Aug 9	PARKER, ARTHUR AUGUSTUS, Shoreham, Sussex, Watchmaker Aug 19 at 12 Off Rec, 4, Pavilion bldgs, Brighton	
LODGE, JOSEPH, Rochdale, Plasterer Oldham Pet Aug 9	Ord Aug 9	PETTER, EDWARD ARUNDEL, Barnstaple, Collar Manufacturer Aug 20 at 11 King's Arms Hotel, High st, Barnstaple	
LORE, WILLIAM, Stanningfield, Suffolk, late Machinist Bury St Edmunds Pet Aug 10	Ord Aug 10	POWELL, MARY HARRIET, Brynmawr, Brecknock, Grocer Aug 19 at 3 Off Rec, Merthyr Tydfil	
LOWNDES, FRANCIS ARTHUR, Liverpool, Solicitor Liverpool Pet July 19	Ord Aug 9	PRATT, WILLIAM WORTHY, late of Norwich, Solicitor Aug 20 at 12 Off Rec, 8, King st, Norwich	
LUNT, WILLIAM, Liverpool, Tobacco Broker Liverpool Pet Aug 5	Ord Aug 5	READ, JAMES, Cardiff, Engineer's Manager Aug 22 at 12 Off Rec, 29, Queen st, Cardiff	
PARRY, JOHN WILLIAM, Bagillit, Flints, Physician Chester Pet Aug 9	Ord Aug 9	SAPSORTH, G. L., Trafalgar rd, Old Kent rd, Boot Manufacturer Aug 22 at 11 Bankruptcy bldgs, Carey st	
ROTHSCHILD, FRANCIS SAUL, Little Britain, Fancy Goods Warehouseman High Court Pet July 21	Ord Aug 8	SHAW, FREDERICK, St Quintin avenue, South Kensington, Musician Artist Aug 19 at 11 Bankruptcy bldgs, Carey st	
SCHLESINGER, OSCAR, Tredegar sq, Bow, Commission Agent High Court Pet Aug 9	Ord Aug 10	STONE, RICHARD, and CHARLES ROBERT, Birchington, Isle of Thanet, Millers Aug 19 at 3.30 Off Rec, 73, Castle st, Canterbury	
SCOTTON, JOHN, the younger, Derby, Joiner Derby Pet Aug 10	Ord Aug 10	TEABLE, JOSEPH, Preston, Provision Dealer Aug 23 at 3 Off Rec, 14, Chapel st, Preston	
SINCLAIR, JOHN, Liverpool, Perambulator Manufacturer Liverpool Pet July 26	Ord Aug 8	THOMAS, ISAAC, Abberdore, Tailor Aug 19 at 2 Off Rec, Merthyr Tydfil	
STRAUD, JOSEPH EXLEY, Heckmondwike, Grocer Dewsbury Pet July 28	Ord Aug 8	WAHLAN, ANTHONY, Densgate, Liverpool, Coal Miner Aug 19 at 3 Off Rec, Bank chbrs, Badley	
THOMAS, STEPHEN, Merthyr Tydfil, Tobaccoconist Merthyr Tydfil Pet Aug 10	Ord Aug 10	WAY, WALCOT, Southwark, Confectioner Aug 23 at 12 Off Rec, 4, Pavilion bldgs, Brighton	
TRENGROVE, RICHARD THORPHILUS, Sparkbrook, Birmingham, Sawyer Birmingham Pet Aug 10	Ord Aug 10	WHITEHEAD, JOHN, Losells, Birmingham, Patentee Aug 23 at 12 23, Colmore row, Birmingham	
TURBITT, ALBERT, Coventry, Watch Jewel Maker Coventry Pet Aug 10	Ord Aug 10	WILCOXES, JOHN FRANCIS, late Nelson, Lancs, Provision Merchant Aug 25 at 1 Exchange Hotel, Nicholas st, Bury	
VERDON, OWEN, Liverpool, Cotton Broker Liverpool Pet July 13	Ord Aug 9	WILLIAMS, ERNEST ALEXANDER BROOK, Radipole, Weymouth, Wine Shipper Aug 19 at 12.45 Crown Hotel, Weymouth	
WESTROP, WILLIAM, Holywell row, Finsbury, Chairmaker High Court Pet Aug 8	Ord Aug 9	YEOMANS, WILLIAM DANIEL, Innsworth, Glos, late Licensed Victualler Aug 20 at 3 Off Rec, 15, King st, Gloucester	

FIRST MEETINGS.

ANDREWS, MARY ANN, Cleve, Yatton, Somerset, Beer Retailer Aug 24 at 12.30 Off Rec, Bank chbrs, Bristol	BALABAN, BEER, Manchester, Fent Dealer Aug 19 at 3 Ogden's chbrs, Bridge st, Manchester	BAXTER, JOHN, Prior Rigg, Irthington, Cumbri, Farmer Aug 20 at 2 12, Lonsdale st, Carlisle	BIGIO BROTHERS, Manchester, Merchants Aug 22 at 3 Ogden's chbrs, Bridge st, Manchester	BOLAN, THOMAS, Lowestoft, Fisherman Aug 19 at 3 Suffolk Hotel, Lowestoft	BEAUMONT, ALFRED, Ipswich, Coal Merchant Aug 27 Jesselyn & Sons, Ipswich	BRACKENRIDGE, THOMAS, Whitehaven, Wholesale Stationer Aug 22 at 2 67, Duke street, Whitehaven	BRUNO, ALBERTO, Old Broad st, Exporter of Coals Aug 23 at 12 Bankruptcy bldgs, Carey st	BUSHELL, ALBERT, Sparkbrook, Wores, Traveller Aug 24 at 2.30 23, Colmore row, Birmingham	D'AVIGDOR, SERGIUS HENRY, Shepherd's Bush green, of no occupation Aug 23 at 2.30 Bankruptcy bldgs, Carey st	DIXON, ARTHUR ROBERT, Canterbury, Gent Aug 19 at 10.30 Off Rec, 53, Castle st, Canterbury	ELLIS, JONAS, Dewsbury, Rag Merchant Aug 19 at 4 Off Rec, Bank chambers, Batley	FRITH, WILLIAM, Manningham, Bradford, Draper Aug 25 at 11 Off Rec, 31, Manor row, Bradford	HARDING, WILLIAM TORRINGTON, Drayton grdns, South Kensington Aug 19 at 12 Bankruptcy bldgs, Carey st	HIND, EDWARD MORGAN, Barry Dook, Glam, Builder Aug 22 at 3 Off Rec, 29, Queen st, Cardiff	HOLDEN, THOMAS, Handsworth, Staffs, Builder Aug 23 at 11 23, Colmore row, Birmingham	HOOKE, JOHN, Sharden, Kent, Dealer Aug 19 at 11 Off Rec, 73, Castle st, Canterbury	JENNINGS, EDWIN, and ROWLAND HILL, Deal, Kent, Butchers Aug 19 at 12 Off Rec, 73, Castle st, Canterbury	JONES, WILLIAM, Penrhysweiber, Glam, Draper Aug 19 at 12 Off Rec, Merthyr Tydfil	KENNETH, WILLIAM RICHARD, Ashford, Kent, Butcher Aug 19 at 11.30 Off Rec, 73, Castle st, Canterbury	KNIGHT, CHARLES, Gloucester, Commission Agent Aug 20 at 4 Off Rec, 15, King st, Gloucester	KNOTT, LUKE, Long Newton, nr Stockton on Tees, Blacksmith Aug 31 at 3 Off Rec, 8, Albert rd, Middlesbrough	LYON, ROBERT BEARMARK, Newcastle on Tyne, Cement Manufacturer Aug 22 at 11.30 Off Rec, Pinkine, Newcastle on Tyne	MARKELOW, SAMUEL WILLIAM, Milford on Sea, Hants, Hotel Proprietor Aug 19 at 3 Off Rec, 4, East st, Southampton	MARYLAND, JOHN WILLIAM, Goole, Yorks, Chop Dealer Aug 20 at 11 Lowther Hotel, Goole	MORRIS, HERBERT, Leeds, Bucks, Coal proprietor Aug 22 at 11 Off Rec, 22, Park row, Leeds	PARKER, HENRY, Eton, Bucks, Coal Merchant Aug 19 at 12 Off Rec, 95, Temple chbrs, Temple avenue	PARKER, ARTHUR AUGUSTUS, Shoreham, Sussex, Watchmaker Aug 19 at 12 Off Rec, 4, Pavilion bldgs, Brighton	PETTER, EDWARD ARUNDEL, Barnstaple, Collar Manufacturer Aug 20 at 11 King's Arms Hotel, High st, Barnstaple	POWELL, MARY HARRIET, Brynmawr, Brecknock, Grocer Aug 19 at 3 Off Rec, Merthyr Tydfil	PRATT, WILLIAM WORTHY, late of Norwich, Solicitor Aug 20 at 12 Off Rec, 8, King st, Norwich	READ, JAMES, Cardiff, Engineer's Manager Aug 22 at 12 Off Rec, 29, Queen st, Cardiff	SAPSORTH, G. L., Trafalgar rd, Old Kent rd, Boot Manufacturer Aug 22 at 11 Bankruptcy bldgs, Carey st	SHAW, FREDERICK, St Quintin avenue, South Kensington, Musician Artist Aug 19 at 11 Bankruptcy bldgs, Carey st	STONE, RICHARD, and CHARLES ROBERT, Birchington, Isle of Thanet, Millers Aug 19 at 3.30 Off Rec, 73, Castle st, Canterbury	TEABLE, JOSEPH, Preston, Provision Dealer Aug 23 at 3 Off Rec, 14, Chapel st, Preston	THOMAS, ISAAC, Abberdore, Tailor Aug 19 at 2 Off Rec, Merthyr Tydfil	WAHLAN, ANTHONY, Densgate, Liverpool, Coal Miner Aug 19 at 3 Off Rec, Bank chbrs, Badley	WAY, WALCOT, Southwark, Confectioner Aug 23 at 12 Off Rec, 4, Pavilion bldgs, Brighton	WHITEHEAD, JOHN, Losells, Birmingham, Patentee Aug 23 at 12 23, Colmore row, Birmingham	WILCOXES, JOHN FRANCIS, late Nelson, Lancs, Provision Merchant Aug 25 at 1 Exchange Hotel, Nicholas st, Bury	WILLIAMS, ERNEST ALEXANDER BROOK, Radipole, Weymouth, Wine Shipper Aug 19 at 12.45 Crown Hotel, Weymouth	YEOMANS, WILLIAM DANIEL, Innsworth, Glos, late Licensed Victualler Aug 20 at 3 Off Rec, 15, King st, Gloucester	BEAUMONT, ALFRED, Ipswich, Coal Merchant Aug 27 Jesselyn & Sons, Ipswich	BRACKENRIDGE, THOMAS, Whitehaven, Wholesale Stationer Aug 22 at 2 67, Duke street, Whitehaven	BRUNO, ALBERTO, Old Broad st, Exporter of Coals Aug 23 at 12 Bankruptcy bldgs, Carey st	BUSHELL, ALBERT, Sparkbrook, Wores, Traveller Aug 24 at 2.30 23, Colmore row, Birmingham	D'AVIGDOR, SERGIUS HENRY, Shepherd's Bush green, of no occupation Aug 23 at 2.30 Bankruptcy bldgs, Carey st	DIXON, ARTHUR ROBERT, Canterbury, Gent Aug 19 at 10.30 Off Rec, 53, Castle st, Canterbury	ELLIS, JONAS, Dewsbury, Rag Merchant Aug 19 at 4 Off Rec, Bank chambers, Batley	FRITH, WILLIAM, Manningham, Bradford, Draper Aug 25 at 11 Off Rec, 31, Manor row, Bradford	HARDING, WILLIAM TORRINGTON, Drayton grdns, South Kensington Aug 19 at 12 Bankruptcy bldgs, Carey st	HIND, EDWARD MORGAN, Barry Dook, Glam, Builder Aug 22 at 3 Off Rec, 29, Queen st, Cardiff	HOLDEN, THOMAS, Handsworth, Staffs, Builder Aug 23 at 11 23, Colmore row, Birmingham	HOOKE, JOHN, Sharden, Kent, Dealer Aug 19 at 11 Off Rec, 73, Castle st, Canterbury	JENNINGS, EDWIN, and ROWLAND HILL, Deal, Kent, Butchers Aug 19 at 12 Off Rec, 73, Castle st, Canterbury	JONES, WILLIAM, Penrhysweiber, Glam, Draper Aug 19 at 12 Off Rec, Merthyr Tydfil	KENNETH, WILLIAM RICHARD, Ashford, Kent, Butcher Aug 19 at 11.30 Off Rec, 73, Castle st, Canterbury	KNIGHT, CHARLES, Gloucester, Commission Agent Aug 20 at 4 Off Rec, 15, King st, Gloucester	KNOTT, LUKE, Long Newton, nr Stockton on Tees, Blacksmith Aug 31 at 3 Off Rec, 8, Albert rd, Middlesbrough	LYON, ROBERT BEARMARK, Newcastle on Tyne, Cement Manufacturer Aug 22 at 11.30 Off Rec, Pinkine, Newcastle on Tyne	MARKELOW, SAMUEL WILLIAM, Milford on Sea, Hants, Hotel Proprietor Aug 19 at 3 Off Rec, 4, East st, Southampton	MARYLAND, JOHN WILLIAM, Goole, Yorks, Chop Dealer Aug 20 at 11 Lowther Hotel, Goole	MORRIS, HERBERT, Leeds, Bucks, Coal proprietor Aug 22 at 11 Off Rec, 22, Park row, Leeds	PARKER, HENRY, Eton, Bucks, Coal Merchant Windsor Pet Aug 4	PETTER, EDWARD ARUNDEL, Barnstaple, Collar Manufacturer Aug 20 at 11 King's Arms Hotel, High st, Barnstaple	POWELL, MARY HARRIET, Brynmawr, Brecknock, Grocer Aug 19 at 3 Off Rec, Merthyr Tydfil	PRATT, WILLIAM WORTHY, late of Norwich, Solicitor Aug 20 at 12 Off Rec, 8, King st, Norwich	READ, JAMES, Cardiff, Engineer's Manager Aug 22 at 12 Off Rec, 29, Queen st, Cardiff	SAPSORTH, G. 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L., Trafalgar rd, Old Kent rd, Boot Manufacturer Aug 22 at 11 Bankruptcy bldgs, Carey st	SHAW, FREDERICK, St Quintin avenue, South Kensington, Musician Artist Aug 19 at 11 Bankruptcy bldgs, Carey st	STONE, RICHARD, and CHARLES ROBERT, Birchington, Isle of Thanet, Millers Aug 19 at 3.30 Off Rec, 73, Castle st, Canterbury	TEABLE, JOSEPH, Preston, Provision Dealer Aug 23 at 3 Off Rec, 14, Chapel st, Preston	THOMAS, ISAAC, Abberdore, Tailor Aug 19 at 2 Off Rec, Merthyr Tydfil	WAHLAN, ANTHONY, Densgate, Liverpool, Coal Miner Aug 19 at 3 Off Rec, Bank chbrs, Badley	WAY, WALCOT, Southwark, Confectioner Aug 23 at 12 Off Rec, 4, Pavilion bldgs, Brighton	WHITEHEAD, JOHN, Losells, Birmingham, Patentee Aug 23 at 12 23, Colmore row, Birmingham	WILCOXES, JOHN FRANCIS, late Nelson, Lancs, Provision Merchant Aug 25 at 1 Exchange Hotel, Nicholas st, Bury	WILLIAMS, ERNEST ALEXANDER BROOK, Radipole, Weymouth, Wine Shipper Aug 19 at 12.45 Crown Hotel, Weymouth	YEOMANS, WILLIAM DANIEL, Innsworth, Glos, late Licensed Victualler Aug 20 at 3 Off Rec, 15, King st, Gloucester	BEAUMONT, ALFRED, Ipswich, Coal Merchant Aug 27 Jesselyn & Sons, Ipswich	BRACKENRIDGE, THOMAS, Whitehaven, Wholesale Stationer Aug 22 at 2 67, Duke street, Whitehaven	BRUNO, ALBERTO, Old Broad st, Exporter of Coals Aug 23 at 12 Bankruptcy bldgs, Carey st	BUSHELL, ALBERT, Sparkbrook, Wores, Traveller Aug 24 at 2.30 23, Colmore row, Birmingham	D'AVIGDOR, SERGIUS HENRY, Shepherd's Bush green, of no occupation Aug 23 at 2.30 Bankruptcy bldgs, Carey st	DIXON, ARTHUR ROBERT, Canterbury, Gent Aug 19 at 10.30 Off Rec, 53, Castle st, Canterbury	ELLIS, JONAS, Dewsbury, Rag Merchant Aug 19 at 4 Off Rec, Bank chambers, Batley	FRITH, WILLIAM, Manningham, Bradford, Draper Aug 25 at 11 Off Rec, 31, Manor row, Bradford	HARDING, WILLIAM TORRINGTON, Drayton grdns, South Kensington Aug 19 at 12 Bankruptcy bldgs, Carey st	HIND, EDWARD MORGAN, Barry Dook, Glam, Builder Aug 22 at 3 Off Rec, 29, Queen st, Cardiff	HOLDEN, THOMAS, Handsworth, Staffs, Builder Aug 23 at 11 23, Colmore row, Birmingham	HOOKE, JOHN, Sharden, Kent, Dealer Aug 19 at 11 Off Rec, 73, Castle st, Canterbury	JENNINGS, EDWIN, and ROWLAND HILL, Deal, Kent, Butchers Aug 19 at 12 Off Rec, 73, Castle st, Canterbury	JONES, WILLIAM, Penrhysweiber, Glam, Draper Aug 19 at 12 Off Rec, Merthyr Tydfil	KENNETH, WILLIAM RICHARD, Ashford, Kent, Butcher Aug 19 at 11.30 Off Rec, 73, Castle st, Canterbury	KNIGHT, CHARLES, Gloucester, Commission Agent Aug 20 at 4 Off Rec, 15, King st, Gloucester	KNOTT, LUKE, Long Newton, nr Stockton on Tees, Blacksmith Aug 31 at 3 Off Rec, 8, Albert rd, Middlesbrough	LYON, ROBERT BEARMARK, Newcastle on Tyne, Cement Manufacturer Aug 22 at 11.30 Off Rec, Pinkine, Newcastle on Tyne	MARKELOW, SAMUEL WILLIAM, Milford on Sea, Hants, Hotel Proprietor Aug 19 at 3 Off Rec, 4, East st, Southampton	MARYLAND, JOHN WILLIAM, Goole, Yorks, Chop Dealer Aug 20 at 11 Lowther Hotel, Goole	MORRIS, HERBERT, Leeds, Bucks, Coal proprietor Aug 22 at 11 Off Rec, 22, Park row, Leeds	PARKER, HENRY, Eton, Bucks, Coal Merchant Windsor Pet Aug 4	PETTER, EDWARD ARUNDEL, Barnstaple, Collar Manufacturer Aug 20 at 11 King's Arms Hotel, High st, Barnstaple	POWELL, MARY HARRIET, Brynmawr, Brecknock, Grocer Aug 19 at 3 Off Rec, Merthyr Tydfil	PRATT, WILLIAM WORTHY, late of Norwich, Solicitor Aug 20 at 12 Off Rec, 8, King st, Norwich	READ, JAMES, Cardiff, Engineer's Manager Aug 22 at 12 Off Rec, 29, Queen st, Cardiff	SAPSORTH, G. 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WESTRUP, WILLIAM, Holywell row, Finsbury, Chairmaker
High Court Pet Aug 8 Ord Aug 9
WILLIAMS, ERNEST ALEXANDER BROOKE, Radipole, Weymouth, Wine Shipper Dorchester Pet Aug 2 Ord Aug 9
YEARDYE, JOSEPH, Ilfracombe, Architect Barnstaple Pet June 7 Ord Aug 9
YEOMANS, WILLIAM DANIEL, Innsworth, Glos, late Licensed Victualler Gloucester Pet July 23 Ord Aug 8

ADJUDICATION ANNULLED.
TUCKER, WILLIAM ALFRED, Woolwich, Licensed Victualler Greenwich Adjud Nov 16, 1891 Annul Aug 5

London Gazette—TUESDAY, Aug 16.

RECEIVING ORDERS.

BAKER, JOHN EDWARD, Penarth, Glam, Hairdresser Cardiff Pet Aug 12 Ord Aug 12
BARKER, ARTHUR, Gt Grimsby, Coach Builder Gt Grimsby Pet Aug 13 Ord Aug 12
BARKER, BLIGH LUCAS, Taunton, of no occupation Taunton Pet Aug 12 Ord Aug 12
BROOK, JAMES BLYTH, Norwich, Coach Builder Norwich Pet Aug 12 Ord Aug 13
CASH, CALEB, Netherton, Wors, Grocer Dudley Pet Aug 9 Ord Aug 9
CHANNING, T. Gibson sq., Liverpool rd, Islington, Builder High Court Pet July 5 Ord Aug 11
CHARLES, FRANCIS ALLISON, Braemar rd, Tottenham, late Jobmaster High Court Pet Aug 12 Ord Aug 12
COOKE, JAMES, Harold rd, Upton Park, Licensed Victualler High Court Pet Aug 12 Ord Aug 12
DAVIES, JOHN, and EDWARD WINDSOR DAVIES, Liverpool, Tea Merchants Liverpool Pet Aug 12 Ord Aug 12
DUFTON, HENRY, Pudsey, nr Leeds, Bag Maker Bradford Pet Aug 13 Ord Aug 13
ELLISTON, JOSEPH WILLIAM, Upper Thames st, Process Engraver High Court Pet July 22 Ord Aug 12
EVANS, WILLIAM, Letterstone, Pembs, Saddler Fembroke Dock Pet Aug 11 Ord Aug 11
EVERSHED, FRANK CORBETT, Brighton, Jeweller Brighton Pet Aug 13 Ord Aug 12
FEARNHEAD, FREDERICK WILLIAM, Caledonian rd, Engineer High Court Pet Aug 10 Ord Aug 10
GRAVENEY, ELIZABETH ANNE, Burdett rd, Mile End, Schoolmistress at Board School High Court Pet Aug 12 Ord Aug 12
GRAYDON, JAMES WEIR, late St James's residence, Fulmeton st, Regent st, Inventor High Court Pet July 29 Ord Aug 12
GREEN, WILLIAM, Hastings, Restaurant Proprietor Hastings Pet Aug 12 Ord Aug 12
HAZELL, CHARLES, Thornhill rd, Islington, Livery Stable Keeper High Court Pet Aug 13 Ord Aug 13
HOBBS, THOMAS, Tibberton, Glos, Farmer Liverpool Pet Aug 12 Ord Aug 12
INGRAM, GEORGE, Rickmansworth, Herts, Schoolmaster St Albans Pet June 21 Ord Aug 12
JACKSON, JOE, Bramley, Leeds, Worsted Manufacturer Leeds Pet Aug 13 Ord Aug 13
JONES, ELI BAKER, Denton, Lancs, Wool Former Ashton under Lyne and Stalybridge Pet Aug 2 Ord Aug 11
JONES, WILLIAM, Llanboidy, Carmarthenshire, Farmer Fembroke Dock Pet Aug 12 Ord Aug 12
LEWIS, WILLIAM, Waunarlwydd, nr Swansea, late Builder Swansea Pet Aug 12 Ord Aug 12
LOWE, JOHN, Thornsett Birch Vale, Derbyshire, Coal Merchant Stockport Pet Aug 13 Ord Aug 13
MATHREW, JOSHUA HORACE, Craven st, Strand, Licensed Victualler's Manager High Court Pet Aug 12 Ord Aug 12
MONRO, ALFRED JOHN, Ripley, Yorks, Army Tutor Northallerton Pet June 28 Ord Aug 11
MORRIS, FRANK, Chesham, Bucks, Boot Manufacturer Aylesbury Pet July 23 Ord Aug 11
PRANCE, JAMES HENRY, Chacewater, Cornwall, Travelling Draper Truro Pet Aug 13 Ord Aug 13
PERKINS, THOMAS CHARLTON, Reading, Corn Merchant Reading Pet Aug 9 Ord Aug 9
PRATT, WILLIAM, Leicester, Boot Manufacturer Leicester Pet Aug 12 Ord Aug 12
PREST, ARTHUR, Armley, nr Leeds, Tailor Leeds Pet Aug 12 Ord Aug 12
ROGERS, JOHN WILLIAM, Leeds, Greengrocer Leeds Pet Aug 11 Ord Aug 11
SCRYMGROVE, ROBERT BISSETT, St Helens, nr Liverpool, Iron Merchant Liverpool Pet Aug 12 Ord Aug 12
SEANAN, W. MACIE LEIE, Victoria mansions, Victoria st, Architect High Court Pet May 20 Ord Aug 11
SHELDRAKE, THOMAS, Rothsay st, Bermonsey, Brewer High Court Pet July 1 Ord Aug 11
SUMNER, ERNEST WILLIAM, Worcester, Builder Worcester Pet Aug 8 Ord Aug 8
TANNER, CLEMENT, Hastings, Builder Hastings Pet Aug 12 Ord Aug 12
TINKER, ROBERT JOHN, Barnsley, Auctioneer Barnsley Pet Aug 13 Ord Aug 13
WALDROW, CHARLES EDMUND, Ransgate, Tailor Canterbury Pet Aug 13 Ord Aug 13
WISE, JOSEPH NORMAN, Durham, Chemist Durham Pet Aug 11 Ord Aug 11
YELLAND, WILLIAM, Tavistock, Devon, Licensed Victualler East Stonehouse Pet Aug 12 Ord Aug 12

The following amended notices are substituted for those published in the *London Gazette*, Aug. 5:—
BALAINE, BEER, Manchester, Tent Dealer Manchester Pet June 27 Ord Aug 2
SCIANA, MOSES, WILLIAM HENRY SCIANA, and JOSEPH SCIANA, Manchester, Merchants Manchester Pet July 11 Ord Aug 2

ORDER DISMISSING PETITION, RESCINDING RECEIVING ORDER, AND ANNULING ADJUDICATION.

SPENCER, SYDNEY EDGAR, Finchley rd, Merchant's Clerk

High Court Pet May 30 Rec Ord May 30 Dis, Resc, and Annul Aug 11

FIRST MEETINGS.

BERRY, SARAH ANN, New Mills, Derbyshire, Grocer Aug 24 at 11.30 Off Rec, County chmrs, Market pl, Stockport
BEWICK, GEORGE, Cardiff, Tug Boat Owner Aug 25 at 12 Off Rec, 29, Queen st, Cardiff
BOND, GEORGE, Tunbridge Wells, Furniture Dealer's Assistant Aug 23 at 12.30 24, Railway app, London Bridge
CHAMPION, LEONARD, Cheltenham, Fruiterer Aug 25 at 3.15 County Court bldgs, Cheltenham
CHETTLE, TOM, Battersea, Surrey, Commercial Clerk Aug 24 at 11.30 21, Railway app, London Bridge
DAVIS, JANE, Tressillian rd, St John's, Deptford, late East India Agent Aug 24 at 12 Bankruptcy bldgs, Carey st
DOBBS, THOMAS, Bilstion, Staffs, Baker Aug 24 at 11 Off Rec, Wolverhampton
EOAN, PETER, Ashton under Lyne, Insurance Agent Sept 8 at 12.45 Townhall, Ashton under Lyne
FAIERS, WILLIAM, Barking rd, Grocer Aug 24 at 11 Bankruptcy bldgs, Carey st
FLY, SAMUEL HERBERT, Chandos st, Charing Cross, Dry Plate Maker Aug 25 at 1 Bankruptcy bldgs, Carey st
GREEN, ALBERT WILLIAM, Yeovil, Carpenter Aug 23 at 12.30 Off Rec, Salisbury
HATHERWAY, GEORGE RIXON, Abingdon, Berks, Baker Aug 23 at 12 1, St Aldate's, Oxford
HEATH, WILLIAM EDWIN, Canonbury sq, Islington Aug 25 at 12 Bankruptcy bldgs, Carey st
HOBBS, THOMAS, Tibberton, Glos, Farmer Aug 25 at 3.30 Off Rec, 35, Victoria st, Liverpool
HOLLAND, WILLIAM TEW, late of Blackburn, Solicitor Aug 31 at 1.30 County Court house, Blackburn
HOLIDAY, HUGH SUTTON, Lamplugh, Cumbri, Farmer Whitehaven Pet July 26 Ord Aug 13
INCHOME, HARRY, Croydon, Surrey, late Grocer Croydon Pet Aug 3 Ord Aug 10
JONES, WILLIAM, Llanboidy, Carmarthenshire, Farmer Pembroke Dock Pet Aug 12 Ord Aug 12
KAMINSKI, EDWARD, Sheffield, Auctioneer Sheffield Pet June 22 Ord Aug 3
LEWIS, WILLIAM, Waunarlwydd, nr Swansea, late Builder Swansea Pet Aug 12 Ord Aug 12
LORD, JOSEPH, Ecclesdale, Plasterer Oldham Pet Aug 9 Ord Aug 10
LOBD, WILLIAM, Stanningtonfield, Suffolk, late Machinist Bury St Edmunds Pet Aug 8 Ord Aug 12
MARTIN, ALFRED GEORGE EDMUND, Fenchurch st, Importer of Essential Oils High Court Pet July 14 Ord Aug 10
MAYHEW, JOSHUA HORACE, Craven st, Strand, Licensed Victualler's Manager High Court Pet Aug 12 Ord Aug 12
PRANCE, JAMES HENRY, Chacewater, Cornwall, Travelling Draper Truro Pet Aug 9 Ord Aug 13
PESNER, AUGUST, Glasshouse st, Regent st, Woolen Manufacturer High Court Pet July 19 Ord Aug 12
PIKE, JAMES, Caerphilly, Glam, China Dealer Cardiff Pet July 20 Ord Aug 11
ROGERS, JOHN WILLIAM, Leeds, Greengrocer Leeds Pet Aug 11 Ord Aug 11
ROTHSCHILD, FRANK SAUL, Little Britain, Fancy Goods Warehouseman High Court Pet July 21 Ord Aug 10
SCHOETENACK, GEORGE, Gracechurch st, Merchant High Court Pet June 18 Ord Aug 12
STATHAM, HENRY, Sparrow corner, Minorities, Carman High Court Pet July 18 Ord Aug 12
STEPHEN, A. ST GEORGE HERBERT, Derby, Gent Derby Pet May 31 Ord Aug 11
SUMNER, ERNEST WILLIAM, Worcester, Builder Worcester Pet Aug 8 Ord Aug 8
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TINKER, ROBERT JOHN, Barnsley, Auctioneer Barnsley Pet Aug 13 Ord Aug 13
TURBITT, ALBERT, Coventry, Watch Jewel Maker Coventry Pet Aug 10 Ord Aug 11
WACE, FREDERICK HENRY, Reading, Seedsmen Reading Pet July 12 Ord Aug 12
WALDRON, CHARLES EDMUND, Ransgate, Tailor Canterbury Pet Aug 12 Ord Aug 13
WAREHAM, AMELIA, Newport, Mon, Draper Newport, Mon Pet July 23 Ord Aug 11
WOMERSLEY, ALFRED DOUGLAS, Hastings, Builder Hastings Pet July 5 Ord Aug 11
YELLAND, WILLIAM, Tavistock, Devon, Licensed Victualler East Stonehouse Pet Aug 12 Ord Aug 12

GRAVENEY, ELIZABETH ANNE, Burdett rd, Mile End, Schoolmistress at Board School High Court Pet Aug 12 Ord Aug 12

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ADJUDICATION ANNULLED.

HORWOOD, JOHN, Wotton under Edge, Glos Gloucester Adjud Mar 24 Annul July 20

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